

Municipality of Township of Blandford-BlenheimBY-LAW No. 1543-2008

WHEREAS the Council of the Corporation deems it necessary to borrow the sum of _____

One Million ----- dollars

to meet, until the taxes are collected, the current expenditures of the Corporation for the year;

AND WHEREAS the total of amounts previously borrowed under Section ⁴⁰⁷~~123~~ of the Municipal Act, as amended from ^{s.o. 2001}time to time, (the "Act"), that have not been repaid are NIL

_____ dollars.

AND WHEREAS the amount of the estimated revenues (as defined and interpreted in the Act) of the Corporation as set out in the estimates adopted for the current year and not yet collected (or, if the same have not yet been adopted, the amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year)

2007 is Ten Million One Hundred Sixty Five Thousand Seven Hundred dollars;

AND WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have not been repaid does not in the aggregate exceed from January 1st to September 30th of the year, 50% of the total, and from October 1st to December 31st, 25% of the total of the estimated revenues of the Corporation as set out above.

BE IT THEREFORE ENACTED by the said Council as follows:

(1) The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to borrow from time to time, by way of promissory note or bankers' acceptance, from Bank of Montreal, a sum or sums not

exceeding in the aggregate One Million _____ dollars

to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in subsection (1) of the said Section ⁴⁰⁷~~123~~ as amended from time to time, and to give, on behalf of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by them for the moneys so borrowed, and such other documentation as may be requested by the Bank therefor, with interest at a rate not exceeding Prime per centum per annum, which may be paid in advance or otherwise.

(2) All sums borrowed from the said Bank, for any or all of the purposes mentioned in the said Section ⁴⁰⁷~~123~~ as amended from time to time, shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years, as and when such revenues are received.

(3) The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section ~~100~~ ⁴⁰⁷, as amended from time to time, together with interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the moneys collected or received from any other source, which may lawfully be applied for such purpose.

Passed this 2nd day of January, 2008
(year)

[Signature]
(The Head of the Corporation)
Keith Reibling
Clerk



I hereby certify that the foregoing is a true copy of By-law No. 1543-2008 of The Corporation of the Township of Blandford-Blenheim in the Province of Ontario, duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-law is in full force and effect.

Dated this 2nd day of January, 2008
(year)

As witness the Seal of
the Corporation.

Clerk



THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1544-2008

Being a By-law to authorize amendments to the Employee Manual outlining existing policies and procedures practiced by the Township of Blandford-Blenheim.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

AND WHEREAS the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

AND WHEREAS Council deems it advisable to adopt the policies and procedures outlined in the Employee Manual by By-law.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the original Employee Manual dated May 1st, 2004, is further amended, and attached hereto as Schedule "A".
2. That minor amendments to any portion of the Employee Manual during the term of Council may be done by resolution of Council provided that an amending by-law to consolidate the amendments is enacted in October of the final year of the term of Council.
3. That the provisions of this amending by-law to the current Employee Manual, are deemed to have taken full force and effect upon enactment, and shall remain in force until amended or repealed with the following amendments being consolidated and incorporated therein:
 - 3.1 New Employee position was created with the following sections being amended:
 - Section 2 – Definitions
 - 2.2 – add Deputy Clerk/EMPC
 - Section 3 – Hours of Work
 - 3.1.1 – add Deputy Clerk/EMPC
 - Section 5 – Time-in-Lieu and overtime pay
 - 5.2.3 – add Deputy Clerk/EMPC
 - 3.2 Family Day, the third Monday of February of every year, is declared a holiday, pursuant to the Retail Business Holidays Act, R.S.O. 1990, and amendments thereto.

By-law Number **1544-2008** Cont'd.:

3. 3.2 Cont'd.:

Section 6. Paid Holidays

6.1.1 – add Family Day (3rd Monday in February) for Part-time and Casual Employees

6.1.2 – add Family Day (3rd Monday in February) for Regular Employees

3.3 Institute Direct Deposit for all Employees pay.

Section 14. Salary Policy

14.6 add - When the Thursday falls on a holiday the direct deposit payment shall be made on the last bank business day before the holiday.

3.4 Supply a Township Vehicle for the Recreation (Arena) Department.

Section 17. Vehicle Allowance

17.6 add the Facility Manager

3.5 Provide an additional 1 day for category of Bereavement Leave

Section 20. Leaves of Absence

20.5.1 Change Spouse, child, father, mother of the Employee to "4 Days" of Entitlement

6. That the provisions of By-law Number 1436-2004 being a By-law to establish the current Employee Manual enacted on the 5th day of May, 2004 and amendments contained in By-law Number 1510-2006 enacted on the 18th day of October, 2006 shall continue to be in effect in the Manual.

7. That this by-law may be cited as a further amendment to the Employee Manual By-law for the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of January, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of January, 2008.


Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1545-2008

Being a By-law to fix salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for the year 2008 and 2009.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

AND WHEREAS the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

AND WHEREAS Council deems it advisable to establish by By-law the salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for a 2 year period.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the salaries and wages for Full-time and Part-time employees to be paid for the years 2008 and 2009 shall be as set forth in Schedule "A" attached hereto.
2. That the salaries and travel allowance for Council members to be paid for the years 2008 and 2009 shall be as set forth in Schedule "B" attached hereto.
3. That the salaries and wages for the Fire Department employees to be paid for the years 2008 and 2009 shall be as set forth in Schedule "C" attached hereto.
4. That the salaries and wages for the Fence-Viewers, Livestock Valuers, Property Standards Committee and Office Custodian to be paid for the years 2008 and 2009, as well as provisions for By-law Enforcement, Inspector, Municipal Prosecutor and the Dog By-law shall be as set forth in Schedule "D" attached hereto.
5. All other employment matters such as clothing allowances, overtime provisions, travel allowances, convention and seminar policies etc. to be paid for the years 2008 and 2009 shall be as set forth in Schedule "E" attached hereto.

By-law Number **1545-2008** Cont'd.:

6. That the actual salaries and wages paid to individual employees contained in Schedule "A" attached hereto shall not be released as public information in accordance to provisions contained in the Municipal Freedom of Information and Protection of Privacy Act.
7. That minor amendments to any portion of this by-law during the term of the by-law may be done by resolution of Council.
8. That the provisions of this by-law are deemed to have taken full force and effect on the 22nd day of December, 2007 and shall remain in force until repealed.
9. By-law Number 1489-2006 enacted the 4th day of January, 2006, is hereby repealed.
10. That this by-law may be cited as the Township of Blandford-Blenheim 2008 and 2009 Salary and Wage By-law.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of January, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of January, 2008.

(SEAL)



Kenn R. Howling, Mayor



Keith Reibling, Clerk-Administrator

SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM

FOR THE YEAR 2008 - - EFFECTIVE DECEMBER 22, 2007.

LEVEL	Point Range		Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	No one in this range						
C	651-700	Clerk-Administrator	\$37.97	\$39.30	\$40.67	\$42.10	\$43.57	\$45.10
D	601-650	Treasurer/Collector	\$31.04	\$32.13	\$33.25	\$34.41	\$35.62	\$36.87
E	567-600	Fire Chief	\$29.38	\$30.41	\$31.47	\$32.57	\$33.71	\$34.90
		Road Manager						
F	534-566	Chief Building Official/Drainage S. & By-Law Enforcement Officer Facility Manager	\$27.02	\$27.97	\$28.94	\$29.96	\$31.01	\$32.09
G	501-533	Deputy Clerk/EMPC	\$23.11	\$23.92	\$24.76	\$25.62	\$26.52	
H	451-500	Building Inspector** Road Supervisor	\$19.76	\$20.46	\$21.18	\$21.92	\$22.69	
I	401-450	No one in this range	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96	
J	351-400	Accounting Clerk Adm. Assistant to Clerk-Adm. Equipment Operator/Labourer Facility Attendant	\$18.54	\$19.19	\$19.86	\$20.56		
K	301-350	No one in this range	\$17.60	\$18.22	\$18.85	\$19.51		
L	251-300	No one in the range	\$16.75	\$17.34	\$17.94	\$18.57		
M	201-250	Arena Worker - Full Time Labourer/Op-Arena (Part-Time/Cas.) Labourer/Op-Roads (Part-Time/Cas.)	\$15.91	\$16.47	\$17.04			
N	151-200	Labourer (General -All Departments) - Part-Time and Casual	\$10.61	\$10.98	\$11.37			

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

** The points assigned to Building Inspector under the Pay Equity Plan were 414. However, the external survey demonstrates that the hourly rate paid to Building Inspectors in the municipalities canvassed is equal to the hourly rate paid to a Road Supervisor. Accordingly, even though the points assigned under the Pay Equity Plan would suggest that Building Inspector should be a Level I position, it has been placed in Level H in recognition of a skill shortage that is causing an inflation in compensation. [Pay Equity Act, Section 8 (1) (e)]. The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 1 to BY-LAW #1545-2008

SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM

FOR THE YEAR 2008 - EFFECTIVE DECEMBER 22, 2007.

LEVEL	Point Range		Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	No one in this range						
C	651-700	Clerk-Administrator	\$37.97	\$39.30	\$40.67	\$42.10	\$43.57	\$45.10
			1	\$69,105	\$71,524	\$74,027	\$76,618	\$79,300
D	601-650	Treasurer/Collector	\$31.04	\$32.13	\$33.25	\$34.41	\$35.62	\$36.87
			1	\$56,493	\$58,470	\$60,516	\$62,635	\$64,827
E	567-600	Fire Chief	\$29.38	\$30.41	\$31.47	\$32.57	\$33.71	\$34.90
		Road Manager	2	\$67,291	\$69,296	\$71,372	\$73,520	\$75,743
			3	\$61,110	\$63,249	\$65,463	\$67,754	\$70,126
F	534-566	Chief Building Official/Drainage Supt.	\$27.02	\$27.97	\$28.94	\$29.96	\$31.01	\$32.09
		& By-Law Enforcement Officer	2	\$52,689	\$54,533	\$56,442	\$58,417	\$60,462
		Facility Manager						
G	501-533	Deputy Clerk/EMPC	\$23.11	\$23.92	\$24.76	\$25.62	\$26.52	
			1	\$42,060	\$43,532	\$45,056	\$46,633	\$48,265
H	451-500	Building Inspector**	\$19.76	\$20.46	\$21.18	\$21.92	\$22.69	
		Road Supervisor	2	\$38,532	\$39,900	\$41,297	\$42,742	\$44,238
			4	\$43,156	\$44,688	\$46,252	\$47,871	\$49,547
I	401-450	No one in this range	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96	
J	351-400	Accounting Clerk	1	\$18.54	\$19.19	\$19.86	\$20.56	
		Adm. Assistant to Clerk-Adm.	1	\$33,743	\$34,924	\$36,146	\$37,411	
		Equipment Operator/Labourer	4	\$40,491	\$41,909	\$43,375	\$44,893	
		Facility Attendant	2	\$36,153	\$37,418	\$38,728	\$40,083	
K	301-350	No one in this range	\$17.60	\$18.22	\$18.85	\$19.51		
L	251-300	No one in this range	\$16.75	\$17.34	\$17.94	\$18.57		
			N/A					
M	201-250	Arena Worker - Full Time	\$15.91	\$16.47	\$17.04			
		Labourer/Op-Arena (Part-Time/Cas.)	2	\$31,025	\$32,110	\$33,234		
		Labourer/Op-Roads (Part-Time/Cas.)	N/A					
			N/A					
N	151-200	Labourer (General -All Departments)	\$10.61	\$10.98	\$11.37			
		- Part-Time and Casual	N/A					

Position		Start	Second Year	Third Year and Over
Students 18 years of age and over	N/A	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	N/A	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

** The points assigned to Building Inspector under the Pay Equity Plan were 414. However, the external survey demonstrates that the hourly rate paid to Building Inspectors in the municipalities canvassed is equal to the hourly rate paid to a Road Supervisor. Accordingly, even though the points assigned under the Pay Equity Plan would suggest that Building Inspector should be a Level I position, it has been placed in Level H in recognition of a skill shortage that is causing an inflation in compensation. [Pay Equity Act, Section 8 (1) (e)]. The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 1.a) to BY-LAW #1545-2008

Code 1 - indicates the approximate annual earnings for a 35-hour workweek - 1820 hours per year

Code 2 - indicates the approximate annual earnings for a 37.5-hour workweek - 1950 hours per year

Code 3 - indicates the approximate annual earnings for a 40 hour workweek - 2080 hours per year

Code 4 - indicates the approximate annual earnings for 42 hour workweek - 2184 hours per year

SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM

FOR THE YEAR 2009 - - EFFECTIVE DECEMBER 20, 2008.

LEVEL	Point Range		Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	No one in this range						
C	651-700	Clerk-Administrator	\$39.11	\$40.48	\$41.90	\$43.36	\$44.88	\$46.45
D	601-650	Treasurer/Collector	\$31.97	\$33.09	\$34.25	\$35.45	\$36.69	\$37.97
E	567-600	Fire Chief	\$30.26	\$31.32	\$32.42	\$33.55	\$34.72	\$35.95
		Road Manager						
F	534-566	Chief Building Official/Drainage S. & By-Law Enforcement Officer	\$27.83	\$28.80	\$29.81	\$30.86	\$31.94	\$33.05
		Facility Manager						
G	501-533	Deputy Clerk/EMPC	\$23.80	\$24.63	\$25.50	\$26.39	\$27.31	
H	451-500	Building Inspector**	\$20.35	\$21.07	\$21.81	\$22.57	\$23.36	
		Road Supervisor						
I	401-450	No one in this range	\$19.71	\$20.40	\$21.11	\$21.85	\$22.62	
J	351-400	Accounting Clerk	\$19.10	\$19.77	\$20.46	\$21.18		
		Adm. Assistant to Clerk-Adm.						
		Equipment Operator/Labourer						
		Facility Attendant						
K	301-350	No one in this range	\$18.13	\$18.76	\$19.42	\$20.10		
L	251-300	No one in this range	\$17.25	\$17.85	\$18.48	\$19.13		
M	201-250	Arena Worker - Full Time	\$16.39	\$16.96	\$17.56			
		Labourer/Op-Arena (Part-Time/Cas.)						
		Labourer/Op-Roads (Part-Time/Cas.)						
N	151-200	Labourer (General -All Departments) - Part-Time and Casual	\$10.93	\$11.31	\$11.71			
Position			Start	Second Year		Third Year and Over		
Students 18 years of age and over			Minimum Wage	Minimum Wage + \$0.15		Minimum Wage + \$0.25		
Students under 18 years of age			Minimum Wage	Minimum Wage + \$0.15		Minimum Wage + \$0.25		

** The points assigned to Building Inspector under the Pay Equity Plan were 414. However, the external survey demonstrates that the hourly rate paid to Building Inspectors in the municipalities canvassed is equal to the hourly rate paid to a Road Supervisor. Accordingly, even though the points assigned under the Pay Equity Plan would suggest that Building Inspector should be a Level I position, it has been placed in Level H in recognition of a skill shortage that is causing an inflation in compensation. [Pay Equity Act, Section 8 (1) (e)]. The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 2 to BY-LAW #1545-2008

SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM

FOR THE YEAR 2009 - EFFECTIVE DECEMBER 20, 2008.

LEVEL	Point Range		Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	No one in this range						
C	651-700	Clerk-Administrator	\$39.11	\$40.48	\$41.90	\$43.36	\$44.88	\$46.45
			1	\$71,180	\$73,672	\$76,250	\$78,919	\$81,681
D	601-650	Treasurer/Collector	\$31.97	\$33.09	\$34.25	\$35.45	\$36.69	\$37.97
			1	\$58,185	\$60,222	\$62,330	\$64,511	\$66,769
E	567-600	Fire Chief	\$30.26	\$31.32	\$32.42	\$33.55	\$34.72	\$35.95
		Road Manager	2	\$59,007	\$61,072	\$63,210	\$65,422	\$67,712
			3	\$62,941	\$65,144	\$67,424	\$69,784	\$72,226
F	534-566	Chief Building Official/Drainage Supt.	\$27.83	\$28.80	\$29.81	\$30.86	\$31.94	\$33.05
		& By-Law Enforcement Officer	2	\$54,269	\$56,168	\$58,134	\$60,168	\$62,274
		Facility Manager						
G	501-533	Deputy Clerk/EMPC	\$23.80	\$24.63	\$25.50	\$26.39	\$27.31	
			1	\$43,316	\$44,832	\$46,401	\$48,025	\$49,708
H	451-500	Building Inspector**	\$20.35	\$21.07	\$21.81	\$22.57	\$23.36	
		Road Supervisor	2	\$39,683	\$41,091	\$42,529	\$44,018	\$45,558
			4	\$44,444	\$46,022	\$47,633	\$49,300	\$51,025
I	401-450	No one in this range	\$19.71	\$20.40	\$21.11	\$21.85	\$22.62	
J	351-400	Accounting Clerk	1	\$19.10	\$19.77	\$20.46	\$21.18	
		Adm. Assistant to Clerk-Adm.	1	\$34,762	\$35,979	\$37,238	\$38,541	
		Equipment Operator/Labourer	4	\$41,714	\$43,174	\$44,686	\$46,250	
		Facility Attendant	2	\$37,245	\$38,549	\$39,898	\$41,294	
K	301-350	No one in this range	\$18.13	\$18.76	\$19.42	\$20.10		
L	251-300	No one in this range	\$17.25	\$17.85	\$18.48	\$19.13		
			N/A					
M	201-250	Arena Worker - Full Time	\$16.39	\$16.96	\$17.56			
		Labourer/Op-Arena (Part-Time/Cas.)	2	\$31,961	\$33,079	\$34,237		
		Labourer/Op-Roads (Part-Time/Cas.)	N/A					
			N/A					
N	151-200	Labourer (General -All Departments)	\$10.93	\$11.31	\$11.71			
		- Part-Time and Casual	N/A					

Position		Start	Second Year	Third Year and Over
Students 18 years of age and over	N/A	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	N/A	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

** The points assigned to Building Inspector under the Pay Equity Plan were 414. However, the external survey demonstrates that the hourly rate paid to Building Inspectors in the municipalities canvassed is equal to the hourly rate paid to a Road Supervisor. Accordingly, even though the points assigned under the Pay Equity Plan would suggest that Building Inspector should be a Level I position, it has been placed in Level H in recognition of a skill shortage that is causing an inflation in compensation. [Pay Equity Act, Section 8 (1) (e)]. The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 2.a) to BY-LAW #1545-2008

Code 1 - indicates the approximate annual earnings for a 35-hour workweek - 1820 hours per year
 Code 2 - indicates the approximate annual earnings for a 37.5-hour workweek - 1950 hours per year
 Code 3 - indicates the approximate annual earnings for a 40 hour workweek - 2080 hours per year
 Code 4 - indicates the approximate annual earnings for 42 hour workweek - 2184 hours per year

By-law Number **1545-2008**

SCHEDULE "B"

2008 COUNCIL RATES

		Per Annum
<u>MAYOR</u>	\$1,386.25 per month	(\$16,635.00)
<u>COUNCILLORS</u>	\$ 897.08 per month	(\$10,765.00)

Effective January 1st, 2008.

Plus 45¢ per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

2009 COUNCIL RATES

		Per Annum
<u>MAYOR</u>	\$1,427.83 per month	(\$17,134.00)
<u>COUNCILLORS</u>	\$ 924.00 per month	(\$11,088.00)

Effective January 1st, 2009.

Plus 47¢ per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

Approved by Council January 2nd, 2008.

SCHEDULE "C"

2008 FIRE DEPARTMENT SALARIES

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2007:

- Deputy District Fire Chief (4) - \$1,835.90 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$743.97 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$275.00 per annum each
- Firefighting - \$29.71 per hour
- Practices and Mutual Aid Meetings - \$24.76
- Training Facilitators, Fire Prevention Educators and Special Assignments, when approved by the Fire Chief - \$20.63 per hour
- Initial CPR, First Aid Training, First Responder Courses and Day Seminars approved by the Fire Chief shall be paid - \$163.23 per day; \$81.62 per ½ Day
- Travel Allowance - 45¢ per kilometer

The pay period is bi-annual payable in June and December of the calendar year

2009 FIRE DEPARTMENT SALARIES

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2008:

- Deputy District Fire Chief (4) - \$1,927.70 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$781.17 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$288.75 per annum each
- Firefighting - \$31.20 per hour
- Practices and Mutual Aid Meetings - \$26.00
- Training Facilitators, Fire Prevention Educators and Special Assignments, when approved by the Fire Chief - \$21.66 per hour
- Initial CPR, First Aid Training, First Responder Courses and Day Seminars approved by the Fire Chief shall be paid - \$171.39 per day; \$85.70 per ½ Day
- Travel Allowance - 47¢ per kilometre

The pay period is bi-annual payable in June and December of the calendar year

Approved by Council January 2nd, 2008.

SCHEDULE "D"

2008 and 2009 SALARY STRUCTURE

The following salary and wage rates shall apply for the positions listed:

1. The **Assistant By-law Enforcement Officer, Inspector and Municipal Prosecutor** listed in By-law Number 1534-2007, and amendments thereto, shall be paid in accordance to an Agreement dated February 1, 2001, and amendments thereto, between the City of Woodstock and the Township of Blandford-Blenheim concerning City staff providing specific administrative services to the Township.
2. The **Dog By-law**, being Number 1313-2000, and amendments thereto, is Enforced in accordance to terms and conditions contained in a Canine Control Services Agreement dated January 1, 2007, and amendments and renewals thereto, between Hillside Kennels Animal Control Ltd. and the Township
3. The **Fence-Viewers** appointed by By-law Number 1522-2007, and amendments thereto, shall be paid the following salary and travel allowance when requested to serve:
 - \$43.20 per ½ day or \$86.40 per full day, plus 45¢ per kilometer, commencing from the Municipal Office, for 2008.
 - \$44.50 per ½ day or \$89.00 per full day, plus 47¢ per kilometer, commencing from the Municipal Office, for 2009.
4. The **Livestock Valuers** appointed by By-law Number 1522-2007, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve:
 - \$15.12 per hour (3 hour minimum), plus 45¢ per kilometer, commencing from the Municipal Office, for 2008.
 - \$15.58 per hour (3 hour minimum), plus 47¢ per kilometer, commencing from the Municipal Office, for 2009.
5. The **Property Standards Committee** members appointed by Resolution #7 at the January 17, 2007, regular meeting of Council, for the term of Council, shall be paid the following wage and travel allowance when requested to serve:
 - \$15.12 per hour (3 hour minimum), plus 45¢ per kilometer, commencing from the Municipal Office, for 2008.
 - \$15.58 per hour (3 hour minimum), plus 47¢ per kilometer, commencing from the Municipal Office, for 2009.
6. The **Office Custodian** as described in a Role Description dated December 1, 2006, shall be paid in accordance with Schedule N of the Salary Schedule for services provided in cleaning the Municipal Office located at 47 Wilmot St. S., Drumbo.

Approved by Council January 2nd, 2008.

SCHEDULE "E"

OTHER RELATED EMPLOYMENT MATTERS - 2008 and 2009

1. Clothing Allowances:

- 1.1 The Township will pay for the actual amount expended up to the Maximum listed for all **Road Department** employees on an annual basis:

- safety boots - \$125.00
- summer T-shirts (3) OR summer work shirts (2), safety colour

The Township will also provide, when required, (to remain at the shop) other necessary items for safety: winter bomber coat, with safety stripping; winter bib-overall, with safety stripping; summer coverall, with safety stripping; safety hat and safety eye goggles. Other clothes items for specific tasks: eg. gloves, rain boots and gear, summer shop coveralls etc. will also be provided. Appropriate safety items are to be worn in view at all times.

- 1.2 The Township will pay for the actual amount expended up to the Maximum listed for all **Arena and Parks Department** employees on an annual basis:

- safety boots - \$125.00 (full-time employees)
- work shirts with Arena staff logo stitched on (2 for full-time & 1 for part-time)
- ball cap with Arena staff logo stitched on (1 for all full-time & part-time staff)

The Township will also provide, when required, (to remain at the arena) other necessary clothes for specific tasks: eg. gloves, summer shop coveralls, winter jackets for ice making procedures, safety hat, safety eye goggles etc. Identification clothing to be worn at all times at work, as well as safety items at the appropriate times.

- 1.3 The Township will pay the actual amount expended up to the Maximum listed for the **Chief Building Official/Drainage Superintendent and Fire Chief, Building Inspector** on an annual basis:

- safety boots - \$125.00

The Township will also provide, when required, other necessary clothes for specific tasks: eg. gloves, rain boots and gear, summer and winter coveralls, safety hat etc. Safety items are to be worn at the appropriate times.

- 1.4 The Township will pay the actual amount expended to purchase One (1) Winter Coat with an identifying Township Crest during the term of this agreement for the **Chief Building Official/Drainage Superintendent, Facility Manager, Fire Chief, Building Inspector and Road Manager**.

2. Overtime Policies:

- 2.1 Employees listed in Level C through to G are considered salaried and shall receive straight time overtime for all hours worked on their normal week-end and all recognized holidays at the hourly rates listed in Schedule "A".

By-law Number **1545-2008**

2. Overtime Policies Cont'd.:

- 2.2 Employees listed in Level C through to E shall receive 5 days, time in lieu or cash payment for up to 75% of the value of the five days or any part thereof remaining at the time of the last pay period for the calendar year in recognition of extra time that Department Heads/Managers commit to the job above their regular work week hours.
- 2.3 Employees listed in Level F and Level G are entitled to time in lieu or a cash payment for up to 75% of the value of the time in lieu remaining at the time of the last pay period for the calendar year where the individual can document that additional hours have been spent above their regular work week hours to a maximum of 5 days.
- 2.4 Employees listed in Level H to Level J are considered hourly rated employees and shall be compensated in accordance with provisions in the Employment Standards Act, and amendments thereto, with the following exceptions that apply to the Arena and Road Full-time employees:
 - 2.4.1 Time and one-half will be paid to employees who work prior to their normal starting/ending time during the normal work week.
 - 2.4.2 Time and one-half will be paid to employees who work on the 1st day of the week end (Friday and/or Saturday) and all statutory – paid holidays with the exception of Christmas Day, Boxing Day and New Year's Day.
 - 2.4.3 Double time will be paid to employees who work on the 2nd day of the week end (Saturday and/or Sunday) plus the following statutory – paid holidays; Christmas Day, Boxing Day and New Year's Day.
 - 2.4.4 A minimum guarantee of 3 hours pay at the applicable rate will be paid to employees who work on the applicable week end and statutory - paid holidays.
 - 2.4.5 All employees in this category may, with the approval of their immediate supervisor take time of in lieu of overtime providing it is taken within the same two-week pay period that the overtime was earned.

3. Travel Allowances:

3.1 CBO/Drainage Superintendent and Fire Chief, Building Inspector Vehicle and Facility Manager Vehicle:

Vehicle(s) provided from the Administration Office and/or the Arena. Vehicle can be taken to place of residence for work related duties, under the direction of the immediate supervisor. For convenience purposes Section 3.3 may also apply.

By-law Number **1545-2008**

3. Travel Allowances Cont'd.:

3.2 Road Manager & Road Supervisor: The Road Manager or the Road Supervisor (when the Road Manager is absent) shall have the main road patrol vehicle provided from either Road Shop or the Administration Office. The vehicle can be taken to place of residence for work related duties, under the direction of the immediate supervisor. For convenience purposes Section 3.3 may also apply.

3.3 GENERAL: All other employees required to provide work related travel, not specifically mentioned, shall be paid 45¢ per km. for payments made in 2008 and 47¢ per km. for payments made in 2009 commencing at the place of employment. Travel payments shall be paid monthly at the first pay following the last day of the previous month. The individual supplied vehicle(s) are to be made available to all Township Departments from time to time. Taxable benefits for any personal use of a Township owned vehicle and/or mileage allowance will comply with current Federal Income tax regulations.

4. Conventions and Seminars:

The following policy is established for Council Members and Municipal Officials attending Conventions and Seminars:

The Township will pay the following expenses:

- 4.1 Registration Fees
- 4.2 Hotel Accommodations
- 4.3 Transportation Costs
- 4.4 Parking Fees
- 4.5 \$60.00 per day or part thereof for miscellaneous expenses where overnight accommodation is involved.
- 4.6 Expenses for One Day Training sessions and seminars will be reimbursed upon submission of receipts for actual expenses incurred.

6. Other:

All or any amendments outlined in Schedule "E" hereto, shall be made in accordance with the provisions of Sections 1-29 of the Employee Manual, adopted by By-law Number 1544-2008, on the 2nd day of January, 2008.

Adopted by Council on January 2nd, 2008.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1546-2008

Being a By-law to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 228. (2) of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may appoint Deputy Clerks who have all the powers and duties of the Clerk under this and any other Act.

AND WHEREAS Section 3. (1) of the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, and amendments thereto, provides that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency.

AND WHEREAS Ontario Regulation 380/04, and amendments thereto, to the Emergency Management Act, provides that Council shall designate an employee of the municipality as its Emergency Management Program Co-ordinator (EMPC) and an employee of the municipality as its Emergency Information Officer. The Regulation also provides for another employee to serve as an Alternate EMPC.

AND WHEREAS Mrs. Lois Slimmon accepted the offer of employment dated December 28th, 2007, to serve as the Deputy Clerk and Emergency Management Program Coordinator (EMPC) for the municipality with duties to commence on January 21st, 2008.

AND WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to further amend By-law Number 506-83, as amended, and By-law Number 1135-97, to reflect the changes in personnel with this municipal appointment.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Section 2 of By-law Number 506-83, as amended, is hereby further amended by adding the following section.

By-law Number **1546-2008** Cont'd.:

- 1.1 "Section 2.1" That Lois Slimmon is hereby appointed as the Deputy Clerk and Emergency Management Program Coordinator (EMPC) for the municipality.
2. That Section 1.1 of By-law Number 1135-97, as amended, is hereby further amended by adding the following section.

"Section 1.2" That Keith Reibling is designated as the Emergency Information Officer in accordance with Section 14. (1) of the Regulations of the Emergency Management Act.
3. That the Role Description for Fire Chief, Building Inspector be amended to include responsibility for the duties of an Alternate EMPC for the municipality and Resolution #6 enacted on September 18, 2002, designating the Fire Chief, Building Inspector, Rick Richardson as the Township Community Emergency Management Coordinator (CEMC) is hereby repealed.
4. The responsibilities and duties of the Deputy Clerk and Emergency Management Program Coordinator (EMPC) are set forth in the Township's Role Description dated January 16, 2008.
5. The provisions of this By-law shall take full force and effect on January 21, 2008.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of January, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of January, 2008.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1561-2008

Being a By-law to amend By-law Number 506-83, as amended, by other by-laws, regarding the appoint of certain municipal officials.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 3. (1) of the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, and amendments thereto, provides that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency.

AND WHEREAS Ontario Regulation 380/04, and amendments thereto, to the Emergency Management Act, provides that Council shall designate an employee of the municipality as its Emergency Management Program Co-ordinator (EMPC).

AND WHEREAS Mrs. Lois Slimmon, Deputy Clerk/EMPC tendered her resignation from the position effective September 10, 2008.

AND WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it adviseable to further amend By-law Number 506-83, as amended, and By-law Number 1135-97, as amended, to reflect the changes in the by-laws with the resignation and the EMPC appointment.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Section 2 of By-law Number 506-83, as amended, is hereby further amended by deleting Section 1.1 contained in By-law Number 1546-2008, being the Deputy Clerk/EMPC appointment.
2. That Section 2 of By-law Number 506-83, as amended, is hereby further amended by adding Section 1.3 to By-law Number 1135-97, as amended.

“Section 1.3” That Keith Reibling is hereby appointed as the
Emergency Management Program Coordinator (EMPC)
for the municipality.

By-law Number **1561-2008** Cont'd.:

3. That the Role Description for the Clerk-Administrator be considered to be amended to include the EMPC duties.
4. The provisions of this By-law shall take full force and effect on December 3, 2008.

By-law **READ** a **FIRST** and **SECOND** time this 3rd day of December, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3rd day of December, 2008.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1547-2008

Being a by-law to establish an Interim Tax Levy for the year 2008.

WHEREAS, Section 317 (1) of the Municipal Act S.O. 2001, provides that the council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes.

AND WHEREAS, Section 317 (3) of the Municipal Act S.O. 2001 states that the amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That for the year 2008 the interim levy shall be levied raised and calculated on all real property taxable and liable to pay the same according the last revised assessment roll in an amount not to exceed **50%** of the total amount of the taxes for municipal and school purposes on the property for the previous year.
2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, and the Drumbo Water and Sewage System and the Plattsville Water and Sewage System, shall have ½ of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township office 47 Wilmot Street S. Drumbo On N0J 1G0 on or before the following dates:

First Installment
Second Installment

February 22, 2008
May 23, 2008

By-law **READ** a **FIRST** and **SECOND** time this 16th day of January 2008.

By-Law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of January, 2008.

(SEAL)


Kenn R Howling, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1548-2008**

Being a By-law to authorize the submission of an application to the Ontario Infrastructure Projects Corporation ("OIPC") for funding from the Municipal Infrastructure Investment Initiative (MIII) for a new eligible capital project of the Corporation of the Township of Blandford-Blenheim (the "Township") and to approve the expenditure of funds on said eligible capital project.

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the "Act") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Province of Ontario has recently announced an investment of \$300 million dollars for municipal infrastructure as a one-time grant for eligible municipal infrastructure initiatives to Ontario municipalities and Local Services Boards;

AND WHEREAS on behalf of the Province of Ontario, OIPC will be administering the Municipal Infrastructure Investment Initiative available to Ontario municipalities and Local Services Boards for the purposes of new eligible municipal infrastructure initiative projects;

AND WHEREAS it is now deemed to be expedient to authorize for the municipal purposes of the Municipality the new capital project described in column (2) of Schedule "A" (the "**Project**") attached hereto and forming part of this By-law ("**Schedule "A"**") in the amount of the estimated expenditure set out in column (3) of Schedule "A";

AND WHEREAS OIPC has invited eligible Ontario municipalities and Local Services Boards desirous of obtaining funding pursuant to the Municipal Infrastructure Investment Initiative in order to meet capital expenditures in connection with a new eligible capital project to apply to OIPC for such funding by completing and submitting an application through the form provided by OIPC (the "**Application**");

AND WHEREAS the Municipality has submitted an Application to OIPC to request funding in respect of the Project;

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The Council of the Municipality hereby confirms, ratifies and approves the completion by the Treasurer of an Application and the submission by such authorized official of an Application, duly executed by such authorized official, to OIPC for the funding of the Project in connection with the Municipal Infrastructure Investment Initiative in the maximum aggregate principal amount of \$2,828,931 (the "**Funding**").

By-law Number 1548-2008 Cont'd.

2.
 - (a) Construction of the Project in the amount of the respective Estimated Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and Clerk-Administrator are hereby authorized to conclude contracts on behalf of the Municipality for the construction of the Project in accordance with the Municipality's usual protocol;
 - (c) any one or more of the Mayor and Clerk-Administrator are hereby authorized to submit to OIPC or the Minister of Public Infrastructure Renewal on behalf of the Municipality such reports or other documents regarding the Project as may be requested in connection with the Municipal Infrastructure Investment Initiative;
 - (d) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer is necessary for the construction of the Project;
 - (e) where applicable, the construction of the Project shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer; and
 - (f) the Engineer, or such other official of the Municipality charged with the management of the Project shall report semi-annually to the Council of the Municipality on the status of the Project.
3. The Council of the Municipality hereby confirms that the Funding will be applied and shall be used exclusively for financing the Project eligible under the Municipal Infrastructure Investment Initiative as set out in Schedule "A" to this By-Law and for no other purposes.
4. This By-law takes effect on the day of passing.

By-law **READ** a **FIRST** and **SECOND** time this 6th day of February, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6th day of February, 2008.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

Schedule "A"
to By-Law Number 1548-2008

(1)	(2)	(3)	(4)
<u>Project Name</u>	<u>Description of Eligible Capital Work</u>	<u>Estimated Expenditure</u>	<u>Grant Amount</u>
Plattsville Drain Project 2007	Project consists of drain improvement to control flooding of both roads and private lands. Road reconstruction will occur in conjunction with the drainage work.	\$4,063,087	\$2,828,931

RATING BY-LAW

THE CORPORATION OF THE

Township of Blandford-Blenheim

BY-LAW NUMBER 1549-2008

A by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the *Tile Drainage Act*.

WHEREAS owners of land in the municipality have applied to the Council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

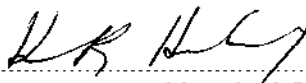
AND WHEREAS the Council has, upon their application, lent the owners the total sum of \$ 34,800.00 . . . to be repaid with interest by means of rates hereinafter imposed;

BE IT THEREFORE ENACTED by the Council:

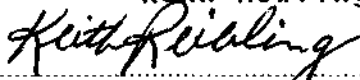
1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates to be levied and collected in the same manner as taxes.

Passed this .. 6th. day of February, 2008...

Corporate Seal



Head of Council
Kenn Howling



Clerk
Keith Reibling

The Corporation of the Township of Blandford-Blenheim

SCHEDULE 'A' to By-law Number 1549-2008

Name and address of owner	Description of land drained	Proposed date of loan	Sum to be loaned \$	Annual rate to be imposed \$
Don Dyck & Tanya Steinmann R.R.#1 Bright On NOJ 1B0	N. Pt. Lot 5, Conc.11 (Blandford)	March 1,2008	34,800.00	\$4,728.20
TOTAL			*\$ 34,800.00	

* Total principal of debenture and total sum shown on by-law

Properties

PIN 00285 - 0413 LT
Description BLOCK 84, PLAN 41M141, BLANDFORD-BLENHEIM
Address BLANDFORD-BLENHEIM

PIN 00285 - 0418 LT
Description BLOCK 89, PLAN 41M141, BLANDFORD-BLENHEIM
Address BLANDFORD-BLENHEIM

PIN 00285 - 0524 LT
Description APPLEWOOD STREET, PLAN 41M210, BLANDFORD-BLENHEIM
Address APPLEWOOD STREET
BLANDFORD-BLENHEIM

Applicant(s)

This Order/By-law affects the selected PINs.

Name THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM
Address for Service Township of Blandford-Blenheim
ATTN: Keith Reibling, Clerk-
Administrator
Box 100/47 Willmot Street South
Drumbo, Ontario
N0J 1G0

I, Kenn R. Howling, Mayor, and Keith Reibling, Clerk-Administrator, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

This application is based on the Municipality By-Law No. 1550-2008 dated 2008/02/06.
Schedule: See Schedules

Signed By

Aaron Meir English 1500-151 Yonge St. acting for Signed 2008 02 11
Toronto Applicant(s)
M5C 2W7

Tel 4168631188
Fax 4168630305

Submitted By

TORKIN MANES COHEN ARBUS LLP 1500-151 Yonge St. 2008 02 21
Toronto
M5C 2W7

Tel 4168631188
Fax 4168630305

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number : 18169-10

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1550-2008**

Being a By-law to assume and name lands as a public highway (Applewood Street), located in Part of Lot 17, Concession 13, Township of Blandford-Blenheim, (former Blenheim).

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 31 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, states that after January 1, 2003, lands may only become a highway by virtue of a by-law establishing them as a highway and a municipality may by by-law assume highways for public use that are shown on a registered plan of subdivision.

AND WHEREAS the Township pursuant to a Subdivision Agreement registered as Document No. LT102714 on the 4th day of April, 2005, agreed to dedicate lands located between Fennel Street (Plan 41M-141) and Applewood Street (Plan 41M-210) as a public highway.

AND WHEREAS Document Number LT53657 registered on the 3rd day of December, 1993 granted ownership to the municipality for Block 84 and Reserve Block 89, according to Plan 41M-141.

AND WHEREAS the Subdivider (1578651 Ontario Limited) has established and constructed a public highway and posted the required securities for this phase (Stage 1) of the Plattsville Estates Subdivision in Plattsville.

AND WHEREAS the Council of the Township of Blandford-Blenheim deems it advisable to assume and name the lands described as a public highway.

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The Council accepts the parcels of land described as Block 84 and Reserve Block 89, according to Plan 41M-141, as a municipal highway for the use and benefit of the public.
2. That the parcels of land described as Block 84 and Reserve Block 89, according to Plan 41M-141, shall be named Applewood Street.
3. That Applewood Street on Plan 41M-210 is assumed by the Township as a highway for the use and benefit of the public.

By-law **READ** a **FIRST** and **SECOND** time this 6th day of February, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6th day of February, 2008.


Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1551-2008

Being a By-law to authorize the execution of a 7 Lot subdivision agreement in Plattsville between The Corporation of the Township of Blandford-Blenheim and 1578651 Ontario Limited.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 51, Subsection 6, and amendments thereto, authorizes that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision.

AND WHEREAS Condition Number 2 of the draft plan of subdivision 32T-01004, states that the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Blandford-Blenheim regarding the construction of roads, sidewalks, installation of services and drainage facilities and other matters pertaining to the development of the subdivision. The owner shall also pay any applicable development charges.

AND WHEREAS Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of lands located in Part of Lot 17, Concession 13 (former Blenheim) being Part of Block 78, according to Registered Plan 41M-141, more particularly described as Part 1 on Reference Plan 41R-8178.

NOW THEREFORE, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated April 15th, 2008 for developing a subdivision located in the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 17, Concession 13, being Part of Block 78, according to Registered Plan 41M-141, more particularly described as Part 1 on Reference Plan 41R-8178 between The Corporation of the Township of Blandford-Blenheim and 1578651 Ontario Limited.

2. Copy of said Agreement is attached hereto.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of April, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of
April, 2008.

(SEAL)



Kenn R. Howling, Mayor



Keith Reibling, Clerk-Administrator

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 00285 - 0407 LT ☒ Affects Part of Prop
 Description LOTS 1 TO 7, INCLUSIVE, AND BLOCK 8, PLAN 41M-248; BLANDFORD-BLENHEIM
 Address BLANDFORD-BLENHEIM

Source Instruments

Registration No.	Date	Type of Instrument
LT92464	2003 07 10	Charge/Mortgage

Party From(s)

Name PACIFIC & WESTERN BANK OF CANADA
 Address for Service 140 Fullarton Street
 Suite 2002
 London, Ontario N6A 5P2

I, Ross P. Duggan, Vice President and I, F. Michael O'Connor, Account Manager, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name THE CORPORATION OF THE TOWNSHIP OF
 BLANDFORD-BLENHEIM
 Address for Service 47 Wilmot Street South
 P.O. Box 100
 Drumbo, Ontario N0J 1G0
 Name THE CORPORATION OF THE COUNTY OF OXFORD
 Address for Service P.O. Box 397, Court House
 Woodstock, Ontario N4S 7Y3

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number CO42749
 registered on 2008/10/24
 This document relates to registration no.(s)LT92464 and LT98380.

Signed By

Aaron Meir English	1500-151 Yonge St. Toronto M5C 2W7	acting for Party From(s)	Signed	2008 10 24
Tel 4168631188				
Fax 4168630305				
Aaron Meir English	1500-151 Yonge St. Toronto M5C 2W7	acting for Party To (s)	Signed	2008 10 24
Tel 4168631188				
Fax 4168630305				

Submitted By

TORKIN MANES COHEN ARBUS LLP	1500-151 Yonge St. Toronto M5C 2W7	2008 10 24
Tel 4168631188		
Fax 4168630305		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
----------------------------	---------

Fees/Taxes/Payment

Total Paid \$60.00

File Number

Party From Client File Number : 18169/17

Province
of
Ontario

Document General

Do Process Software Ltd. - (416) 322-6111

18169-17

D

FOR OFFICE USE ONLY

 Number C042749
**CERTIFICATE OF RECEIPT
RECEIVED**

2008-10-24

 11:13 *mz*
 Land Registry
Office No. 41 Land Registrar

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐(1) Registry ☐Land Titles ☒

(2) Page 1 of 29 pages

(3) Property
Identifier(s)Block
00285Property
0407Additional:
See
Schedule ☐

(4) Nature of Document

APPLICATION TO REGISTER NOTICE OF SUBDIVISION
AGREEMENT (Section 71 of the Land Titles Act)

(5) Consideration

TWO

Dollars \$ 2.00

(6) Description

Lots 1 to 7, inclusive and Block 8 on Plan 41M-248; Township
of Blandford-Blenheim, formerly Blenheim; County of OxfordLand Titles Division of the Land Registry Office for the County of
Oxford(7) This
Document
Contains:(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Other ☒

(8) This Document provides as follows:

1578651 ONTARIO LIMITED, the registered owner of the property described in Box (6) hereof, hereby applies to have the Subdivision Agreement dated April 15, 2008, between 1578651 Ontario Limited, The Corporation of the Township of Blandford-Blenheim, The Corporation of the County of Oxford and Pacific & Western Bank of Canada, entered on the Property Register for the said property.

The evidence in support of this application consists of:

1. An executed copy of the Subdivision Agreement.

This notice is for an indeterminate amount of time.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

1578651 ONTARIO LIMITED

by its solicitors, TORKIN MANES COHEN ARBUS LLP

Per:

Name: Aaron M. English

2008

10

23

(11) Address
for Servicec/o Torkin Manes Cohen Arbus LLP, 151 Yonge Street, Suite 1500, Toronto, Ontario, M5C
2W7 - Attn: Mr. Aaron M. English

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D(13) Address
for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

 Aaron M. English/sm
 Torkin Manes Cohen Arbus LLP
 151 Yonge Street
 Suite 1500
 Toronto, Ontario
 M5C 2W7

Fees and Tax

Registration Fee

70

Total

70

TOWNSHIP OF BLANDFORD-BLENHEIM

SUBDIVISION AGREEMENT

THIS AGREEMENT, made this 15th day of APRIL, 2008.

B E T W E E N

1578651 ONTARIO LIMITED
Hereinafter called the "Subdivider"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM
Hereinafter called the "Township"

OF THE SECOND PART

- and -

THE CORPORATION OF THE COUNTY OF OXFORD
Hereinafter called the "County"

OF THE THIRD PART

- and -

PACIFIC & WESTERN BANK OF CANADA
Hereinafter called the "Mortgagees"

OF THE FOURTH PART

WHEREAS the Subdivider is the owner of the lands described in Schedule "A" attached hereto and hereafter described as the said lands and has applied to the County and Township for the approval of a Plan of Subdivision;

AND WHEREAS the Owner proposes to subdivide the said lands in accordance with the plan shown in Schedule "E" hereto; hereafter called the "Plan" or the "Plan of Subdivision"; and

WHEREAS the Township pursuant to conditions imposed by the County and pursuant to its own subdivision policies, requires the Subdivider to enter into an Agreement respecting the proposed subdivision.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment to the Subdivider by the Township of the sum of TWO DOLLARS (\$2.00) (the receipt of which is hereby acknowledged), the approval of the Subdivider's Plan of Subdivision pursuant to Section 51 of the Planning Act, RSO 1990, and amendments thereto, and other consideration, the parties hereto covenant and agree as follows:

PART I

GENERAL PROVISIONS

Submitting Plan

1. a) The Subdivider agrees to present the final copies of the Plan to the Township for examination before it is presented to the County for final approval and before the Township's letter of release is given and present same for re-examination before registration if any changes are made thereafter.
- b) The Subdivider agrees to lodge a mylar copy of the Plan together with six (6) prints as registered with the Township Building Department immediately after registration.

Agency Approvals

2. a) The Subdivider agrees to obtain the approval of any governmental authority which is required in respect to the installation of any municipal services contemplated by this Agreement. Prior to the release of the Plan of Subdivision for registration, and/or prior to any construction or grading on the property, the Subdivider shall submit and receive approval to the satisfaction of the Township for the following items:

- 2. a) i) grading and drainage plans;
- ii) erosion and sediment control plans;

The Subdivider agrees to complete and maintain the works in accordance with the approved plans and reports indicated in subparagraph i), and ii) above, to the satisfaction of the Township.

- b) The Subdivider shall carry out an archaeological assessment of the said lands and mitigate, through preservation or resource removal, adverse impacts to any significant heritage resources found. The Ministry of Citizenship, Culture and Recreation shall provide the County with a clearance letter advising that all matters have been attended to.

Subdivider's Engineer

- 3. The Subdivider agrees to, at its expense, retain the services of a professional engineer, acceptable to the Township (the "**Subdivider's Engineer**"), to prepare engineering plans and specifications with respect to all services envisaged by this Agreement and any other Agreements applicable to the subject lands (the "**Engineering Plans and Specifications**"), and the Subdivider agrees that all Engineering Plans and Specifications are to be approved by the County and the Township, as applicable. All approved plans shall be initialed by the engineer retained by the Township (the "**Township's Engineer**") and only such plans shall be used for construction and lot grading. The Subdivider also agrees to construct and install all services envisaged by this Agreement or any other Agreements applicable to the subject lands in accordance with the Engineering Plans and Specifications which have been approved by the County and the Township. The Subdivider's Engineer shall certify that all Plans for the municipal services referred to in this Agreement have been prepared according to proper engineering principles and that the municipal services to be constructed are adequate to properly service the subdivision. The Subdivider agrees to also deliver to the County and Township a certificate from the Subdivider's Engineer certifying that all municipal services have been constructed and installed in accordance with the Engineering Plans and Specifications as approved by the Township Engineer and the County's Director of Public Works.

Specifications, Cost Estimates

- 4. a) The Subdivider hereby agrees to install and pay the cost of the installation of the works and services as set out in Schedule "B" attached hereto, which Schedule forms an integral part of this Agreement. All works and services are to be installed according to the requirements of the County and/or the Township. The Subdivider will provide, operate and maintain the works and services, until such time as they are assumed by the County and the Township, according to plans prepared by the Subdivider and approved by the County and/or the Township or their appropriate appointed officers.
- b) The Subdivider agrees that the estimated cost of the works and construction supervision services required by Schedule "B" are set out in Schedule "C".

Construction Inspection

- 5. a) The Subdivider agrees that all works and services envisaged by this Agreement shall be inspected, on an on-going basis, by the Subdivider's Engineer, if deemed appropriate by the Township. The Subdivider agrees to ensure the Township is notified prior to the commencement of construction of the proposed construction scheduling and is also notified of construction scheduling changes. In addition, the Subdivider agrees to supply the County and Township with one (1) set each of "as-constructed" drawings for all works and services envisaged by this Agreement and that said drawings shall be certified by the Subdivider's Engineer and are to be submitted prior to release of any lands from the provisions of this Agreement. The Subdivider agrees that the Township will direct the Township's Engineer to be also involved as required.
- b) The Subdivider agrees to notify the County and/or the Township, as the case may be to obtain its approval of any contractor to be employed to install or attend to any of the works and services.
- c) The Subdivider agrees that the County and/or the Township, as the case may be, have the right to call for qualitative and quantitative tests of all materials to verify conformance to specifications and at the expense of the Subdivider.
- d) On receiving the written consent of the County or the Township, as the case may be, to the commencement of construction of any of the said public services, the Subdivider shall proceed with the construction continuously and as quickly as possible. If at any time work is not being proceeded with expeditiously and the County or the Township requires works to be done to put the site to a safe and or reasonable condition, the County or the Township may require such to be done and to enforce or apply any security to do such work.

- e) The Subdivider agrees that in the event that the County or the Township is financially involved with respect to any services to be installed, to call a public tender to contract that portion of the work the County or the Township is involved in. The award of the contract shall be subject to the approval of the County or the Township and such approval must be given before the contract is awarded or work commenced. If the County or the Township is not financially involved, the Subdivider may, subject to the provisions of Section 33 herein, make such arrangements for the construction of the work as it thinks fit.

Maintaining Streets, Lands

6. The Subdivider agrees that all streets abutting on the lands to be covered by the Plan of Subdivision and other lands to be used for access during the construction of houses and other buildings on the said lands shall be continuously kept in good usable condition during the said construction and, if damaged, will be immediately restored by the Subdivider at its expense to a good and usable condition. The Subdivider also agrees to ensure that the internal roadways of the subdivision, during the construction of works and buildings, shall remain continuously usable for vehicles and agrees to ensure that these roadways are kept reasonably clear of dust, mud, ice and snow. In addition, the Subdivider agrees that control of dust, mud, ice and snow and debris on internal and external roadways shall be maintained to the satisfaction of the Township at the Subdivider's expense.

Boulevards

7. All boulevards shall be finished from the edge of the roadway to the property line and shall be sodded and sloped at grade to the roadway in accordance with the applicable Ontario provincial specifications ("**Ontario Provincial Specifications**") and as approved by the Township and in accordance with the provisions of Schedule "B" attached hereto. Boulevards shall not be finished until residential construction in the immediate area has been substantially completed.

Sidewalks

8. Sidewalks, where required, shall be constructed in accordance with Ontario Provincial Specifications and Schedule "B" attached hereto, but not until residential construction on the lot is complete except where satisfactory written arrangements otherwise are made. Once house construction is completed, the work shall be promptly completed, to the satisfaction of the Township.

Survey Bars

9. Any standard iron bars, concrete monuments or monumentation of higher standard which are disturbed in the course of servicing or building shall be restored by or at the expense of the Subdivider before this Agreement is finally released. Upon final completion and installation of all services, the Subdivider shall, at its expense provide an Ontario Land Surveyor's Certificate indicating that all standard iron bars are in place and easily accessible.

Easements

10. a) The Subdivider agrees that such easements and/or reserves as may be required to restrict access shall be granted by the Subdivider to the appropriate authority, at the Subdivider's expense, by a proper document free of encumbrance. Reserves are further described in Schedule "H".
- b) The Subdivider further agrees he will not convey, or agree to convey, any lands as described in Schedule "H" hereto in which the County or Township is being conveyed an interest by way of easement or reserve, under the terms of the agreement until such time as the Township solicitor is satisfied of the registration on title to the property through which an easement or reserve passes.

Street Names

11. The lots in the subdivision have frontage on an existing public highway known as Fennel Street.

Temporary Service Connections

12. The Subdivider shall, at its expense, provide for any temporary service connections as may be required during construction of homes. Any such temporary service connections installed shall be properly abandoned and/or decommissioned after their use to the satisfaction of the Township.

Water Services

13. The Subdivider agrees to have all valve boxes and curb stops brought up to finished grade prior to the release of any lands from the provisions of this Agreement.

Building Permits

14. a) The Subdivider agrees that no building permit shall be issued upon any lot or block on the Plan of Subdivision and no building activity shall be undertaken thereon until the underground services (sewer, water and hydro) have been installed to the satisfaction of the parties to this Agreement on the public streets fronting or abutting thereon. The Subdivider further agrees that no building permit shall be issued for any lot or block until the base asphalt has been constructed to the

satisfaction of the Township and electrical service has been arranged for hookup to each lot or block to the satisfaction of Hydro One Networks Inc. The Subdivider further agrees that no building permit will be issued until the individual site plan as required by Section 21. a) has been approved and the necessary securities and charges have been provided and/or paid.

- b) The Subdivider agrees that the Township shall be entitled to refuse building permits with respect to any lot or block within the Plan of Subdivision at any time and from time to time when the Subdivider is in material default of its responsibilities and obligations under this agreement.

Electrical Service

- 15. a) The Subdivider agrees prior to registration of the Plan of Subdivision to make arrangements with Hydro One Networks Inc. for the provision of permanent electrical services to the Plan, and agrees to provide written evidence of such an agreement to the Township prior to registration.
- b) The Subdivider agrees to make arrangements for the granting of any easements required by Hydro One Networks Inc.
- c) The Subdivider agrees to pay all costs associated with the installations of street lighting and associated underground electrical power wiring in accordance with the standards specified by Hydro One Networks Inc. Upon issuance of the last and final Performance Acceptance Certificate, as set out in Section 25 herein, for an individual phase and upon written notification from Hydro One Networks Inc. to the Township that all street lighting requirements have been met by the Subdivider and that the plant has been satisfactorily constructed, ownership of the street lighting plant in this phase shall be vested in the Township.
- d) The Subdivider further agrees to co-operate with and attend to the requirements of Bell Canada and the applicable television cable company with respect to the installation of their respective telecommunications infrastructures.

Roadways

- 16. a) The Subdivider agrees to design and construct roads in accordance with the special provisions set out in Part II of this Agreement (the "Special Provisions") and Schedule "B".
- b) The Subdivider agrees that surface asphalt in any phase will not be constructed until all the house construction in the phase is completed and not before one winter of consolidation of the base asphalt. The Special Provisions may set out other requirements with respect to surface asphalt.
- c) The Subdivider agrees to satisfy the Township with regard to the roads to be used for construction traffic and to designate, where necessary, such on the approved Engineering Plans and Specifications.

Storm Drainage

- 17. a) The Subdivider agrees to design and construct a storm drainage system according to the requirements outlined in Schedule "B".
- b) All the said lands shall outlet in the approved drainage works except where otherwise approved by the Township.
- c) The drainage system is to be designed so that a private drain connection is provided for each property at the street line and of sufficient depth to be below basement floors. The Subdivider agrees to advise all lot purchasers that gravity outlets for weeping and/or basement drainage are not available but that sump pumps are required and that the outlets for the sump pumps are to be joined to the private drain connections provided.
- d) Drainage paths, that will ensure waters from a 100 year storm are kept below grades of existing and proposed dwellings, are to be provided for runoff waters that exceed the drainage system's design capacity.
- e) The Subdivider agrees that all drainage works shall be constructed and/or incorporated in accordance with an engineer's report (the "Engineer's Report") pursuant to the Drainage Act, RSO 1990, and amendments thereto (the "Drainage Act"), and to provide for such the Subdivider agrees:
 - i) to submit the necessary petition(s) in accordance with Section 4 of the Drainage Act prior to any of the lots having been sold;
 - ii) to pay all assessments levied to the lots and roads in the said lands as provided for by the Engineer's Report;

- iii) to notify all lot purchasers of their obligations with respect to the Engineer's Report; and
- iv) to provide a letter of credit or other acceptable security for the whole cost of that part of the drainage works in front of and downstream of the lots on the said lands except for those costs to be paid by others as determined by the Engineer's Report, or as provided in Schedule "C".
- h) The Subdivider further agrees that the Township may prepare at the Subdivider's cost, after the Plan is registered, a drainage report pursuant to the Drainage Act that provides for distribution amongst the lots and roads created the drainage assessments to be borne by the said lands in total for the repair and maintenance of any existing municipal drain(s). The report would be prepared pursuant to either Section 65 or 76 of the Drainage Act.
- i) The Subdivider agrees to rectify and alleviate any drainage problem identified within any phase of development, upon receipt of written notice from the Township and subject to the terms of Section 26 of this Agreement. If not completed within the time limit specified in the written notice of the Township, the Township may, at its option and in addition to any other legal rights it may have, construct any work necessary to remedy any drainage problem. The costs of said necessary remedial drainage works shall be forthwith paid by the Subdivider and/or deducted from any security retained by the Township.

Water System

- 18. a) The Subdivider hereby agrees to construct water service connections to the street line to service all the said lands. The water service connections shall be connected to the existing supply system.
- b) All water distribution lines shall be of sufficient size, depth and at locations within the limits of the subdivision, or, on adjacent road allowances, to service the subdivision and lands outside the subdivision, which, in the opinion of the Township Engineer will require their use as trunk mains.
- c) Where any difference exists between the requirements of this agreement including Schedule "B" and the requirements of either the Ministry of the Environment or of the County, the requirements of the Ministry and the County shall apply.

Sanitary Sewer System

- 19. a) The Subdivider hereby agrees to construct sewer access holes and service connections to the street line to service all the said lands. The sewer service connections and other required works shall be designed and installed in accordance with the requirements of the Ministry of the Environment, and in accordance with the engineering requirements outlined in Schedule "B". The system shall also be approved by the County.
- b) All sewer lines shall be of sufficient size, depth and at locations within the limits of the subdivision, or, on adjacent road allowances, to service the subdivision and lands outside the subdivision, which, in the opinion of the Township Engineer will require their use as trunk lines.

Driveways

- 20. a) Driveway accesses to the public roads shall be constructed in accordance with the provisions contained in Schedule "B". Driveways within the road allowance shall be paved from the curb and gutter to the property line or the sidewalk, whichever is the nearer, with asphalt or other approved hard surfacing such as paving blocks or concrete, to the satisfaction of the Township. All driveway grading shall conform to the cross section required for the boulevard.
- b) Except where otherwise approved by the Township, driveways in any block of lots are to be located similarly on each lot to provide maximum separations between adjacent driveways.
- c) Final driveway construction is not to occur until building construction and lot grading is complete on the applicable lots. A temporary granular surface is to be used until lot construction is complete.
- d) The Subdivider shall include in the Offer of Purchase and Sale with each lot purchaser a clause that makes it a requirement that a driveway construction security deposit in the form of cash or cheque in the amount specified in Schedule "G", must be given to the Township by the lot purchaser prior to the receipt of a building permit. Any cheque received by the Township will be cashed and no interest will be paid thereon when the driveway deposit is returned to the current day property owner after satisfactory compliance.
- e) The lot purchaser's deposit for driveway construction is to be used as security to ensure individual private driveway construction will be carried out in accordance with the requirements

of this agreement and the contract plans. Any default in driveway construction, including the adjacent boulevard completion, road damage, curb damage or sidewalk damage, and service shut offs (curb stop valves) to be visible (if in driveway), may result in the Township applying this security to the costs to provide an acceptable driveway.

- f) Any failure of a lot purchaser to provide an acceptable driveway construction and/or boulevard restoration in accordance with Schedule "B" within One (1) year of occupancy of the dwelling on the lot and prior to the expiration of the last and final twelve (12) month warranty period for the applicable phase as provided by Section 26 will result in the Subdivider being responsible to attend to such if the Township deems it necessary. The lot purchaser in such instances will forfeit his deposit in favour of the Subdivider.
- g) Final private driveway construction, or the lack thereof, shall not defer the issuance of the final Performance Acceptance Certificate for the corresponding phase of development, provided the boulevard is otherwise finished across the full width of the affected property.
- h) The amount of the driveway construction security deposit may be reviewed from time to time by the Township. The amount may be varied as deemed appropriate by a resolution of Council. The driveway construction security deposit paid by the lot purchaser shall be the amount in effect at the time that the building permit is issued.
- i) The clause in the Offer to Purchase and Sale between the Subdivider and the lot purchaser that deals with driveway construction shall further provide that each owner shall apply to the Township Building Authority for a driveway inspection when the work is believed to be satisfactorily completed. There will be no charge for the Township's inspection. When the driveway is found to be acceptable, the Township will by letter note the acceptance of such, and will release the security for the driveway work.

Lot Grading

- 21. a) The Subdivider agrees to prepare as part of the Engineering Plans and Specifications, a lot grading plan showing:
 - i) the existing and final elevations of the said lands as determined by reference to a geodetic bench mark or an alternative bench mark acceptable to the Township;
 - ii) the final grades of all roads;
 - iii) the lands designated for drainage works;
 - iv) the direction of surface drainage after completion of grading on each part of each lot and block; and
 - v) the location of each swale to be provided,(the "Lot Grading Plan").
- b) Final ground elevations are to be shown at each corner of the lot, at the front and rear of the house and at the side lot lines opposite the house corners. As well, minimum top of foundation elevations are to be shown. For development blocks shown on the subdivision plan, the final elevations shall be provided as required by the Township's Engineer.
- c) The lot grading plan shall provide for the proper drainage of the said lands including any block or easement and of all adjacent lands which drain through the said lands. Any blocks that are not used for building lots shall be landscaped to the Township's satisfaction.
- d) The lot grading plan shall be prepared in accordance with standard engineering practice for preparation of lot grading plans.
- e) All buildings and grading to be constructed on the said lands shall conform to the elevations on the overall lot grading plan as marked "approved" by the Township Engineer except where approval for tolerable variance has been obtained from or is given by the Township Engineer.
- f) The Subdivider shall include in the Offer of Purchase and Sale with each lot purchaser a clause that requires a lot grading security deposit in the form of cash or cheque in the amount specified in Schedule "G", that must be given to the Township prior to the receipt of a building permit. Any cheque received by the Township will be cashed and no interest will be paid thereon when the lot grading security deposit is returned to the current day property owner after satisfactory compliance. These individual lot security deposits are in addition to the overall lot grading security provided by the Subdivider. Any default in lot grading may result in the Township cashing the individual lot security deposit to correct any deficiencies to the lot grading. The Subdivider has ultimate responsibility to correct any deficiencies to the overall lot grading.
- g) Each lot purchaser shall prepare an individual site plan showing how he/she proposes to grade and build on the lot in accordance to the overall lot grading plan. The individual site plan shall be

drawn to scale and shall include all elevations shown on Schedule "F". The individual Site Plans shall be submitted to the Township, at the time of the application for the building permit, and shall be approved by the Township Engineer.

- h) The Subdivider, either through its agents and/or contractors will ensure that no construction of any building will proceed beyond the completion of the foundation wall until the Subdivider or lot purchaser has supplied the Township with a foundation certificate from an Ontario Land Surveyor or professional engineer demonstrating that the elevation of the top of the foundation wall of the said building, as constructed, conforms within reasonable tolerance to the elevation shown on the said individual site plan and meets lot, zoning and building compliances (the "**Foundation Certificate**"). The Subdivider or lot purchaser agrees to provide to the Township the Foundation Certificate within seven (7) days from the date that the foundation has been backfilled and graded. To ensure compliance with this section of the Agreement, the Township will use a two-stage building permit system. The first stage will provide for foundation construction only and following the issuance and acceptance of the Foundation Certificate, a letter will be issued by the Township which will authorize implementation of the second stage which will be the balance of building construction.
- i) The above noted clause in the Offer to Purchase and Sale shall further provide that each owner shall apply to the Township for a lot grading check when all grading is satisfactorily completed. The Township shall instruct the Township's Engineer to make the inspection upon the application by the lot owner or purchaser. When the grading is found to be in conformity with the individual site plan and to be acceptable by the Township Engineer, the Township will release the lot grading security deposit, less the costs of the plan reviews and inspection(s) by the Township Engineer.
- j) The amount of the lot grading security deposit may be reviewed from time to time by the Township. The amount may be varied as deemed appropriate by a resolution of Council. The lot grading security deposit paid by the lot purchaser shall be the amount in effect at the time that a building permit is issued.
- k) Any failure of a lot purchaser to provide an acceptable lot grading and/or boulevard restoration within one (1) year of occupancy of the dwelling on the lot and prior to the expiration of the last and final twelve (12) month warranty period for the applicable phase as provided by Section 26 will result in the Subdivider being responsible to attend to such if the Township deems it necessary. The lot purchaser in such instances will forfeit his deposit in favour of the Subdivider.

Existing Underground Services

- 22. The Subdivider agrees to attend to, or to pay the cost of, relocating any existing underground services if made necessary by reason of the subdivision of the lands as aforesaid either when so notified or within ten (10) days of the account for same being rendered by the Township.

Restoration

- 23. a) All adjacent and/or affected lands shall be restored to their original condition and graded to the satisfaction of the Township Engineer and the respective property owners. There shall be no trespassing within private property without the written consent of the property owners prior to entry. The Township shall be held free of all claims or actions which may result upon entry upon private property.
- b) The Subdivider agrees to indemnify the Township from any costs, directly or indirectly, related to damage done to curbs, sidewalks, asphalt, road bases, sod, water service boxes and other services on existing streets or on any easement during construction and building by anyone other than the Township until the issuance of a general certificate of release (the "**General Certificate of Release**").

Letter of Credit

- 24. The Subdivider agrees:
 - a) To deliver an irrevocable letter of credit in favour of the Township for each phase (the "**Letter of Credit**"), which Letter of Credit shall be delivered at the time as indicated in the section on phasing. The Letter of Credit shall be for one hundred and ten percent (110%) of the estimated cost of the works for the applicable phase as set out in Schedule "C" or any amendment thereto. The Letter of Credit shall be in the form attached hereto as Schedule "D" from a Canadian Chartered Bank in an amount calculated in accordance with this agreement and for the purpose of guaranteeing the completion of all works, including driveway work, and the payment of any monies due to the Township in accordance with this agreement. The Township, at its option, may accept such other security satisfactory to it in lieu of the Letter of Credit. It is agreed that the amount of the Letter of Credit shall be reduced from time to time, subject to the approval of the Township, in proportion to the works and services already installed or constructed.

24. b) The Letter of Credit shall be reduced from time to time as the work is completed and accepted by the Township to a minimum of ten percent (10%) of the estimated cost of the municipal services for the applicable phase as set out in Schedule "C". The ten percent (10%) minimum will be held by the Township to cover all defects in the construction of the said works and services for a period of one (1) year from the date of acceptance by the Township of the said works and services. No such reduction shall be made until the Township's Engineer certifies that at least fifty percent (50%) of the services required in the phase have been completed, that a statutory declaration that accounts have been paid is filed, and that any payments due to the municipality have been made.
- c) The value of the cash or Letter of Credit if filed at the time of the signing of this Agreement shall be based on the value of the items as shown in Schedule "C" herein. If the contracts as subsequently awarded for the items of work are for different values but values that the Township's Engineer feels are representative of the work, the cash or Letter of Credit shall be increased by the Subdivider, or reduced by the Township, as appropriate to ensure that the security retained is one hundred and ten percent (110%) of the revised value.
- d) If at any time the Subdivider should sell the said lands while the Letter of Credit is in force, the Township and Township Solicitor shall be satisfied that satisfactory arrangements have been made to ensure that an adequate letter of credit exists to guarantee the completion of the work and the obligations of the Subdivider.
- e) The Letter of Credit may be drawn on by the Township in the event of any default in the completion of any improvements to be made to municipal roads or streets under this agreement or on providing of notice of any claim or lien, whether disputed by the Subdivider or not, under the *Construction Lien Act*, R.S.O. 1990, and any amendments thereto, (the "**Construction Lien Act**") by any contractor, subcontractor, worker or supplier employed in or supplying goods to such project.
- f) The Subdivider agrees that the contract documents between the Subdivider and its contractor engaged to install the services shall, where required by the Township, provide for performance and maintenance bonds in the amount of one hundred percent (100%) of the contract value (the "**Performance and Maintenance Bonds**") and the Subdivider shall provide the Township with proof of such bonding. The Performance and Maintenance Bonds shall provide for maintenance in accordance with the terms of this Agreement.
- g) The irrevocable Letter of Credit referred to in subparagraph (a) above shall contain the following clause: "It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, the Township shall notify the Subdivider in writing by registered mail that the Township elects not to consider this Letter of Credit to be renewable for any additional period".
- h) The formula that the Township shall apply to reduce a letter of credit security will be such that the reduced letter of credit is always equal to at least ten percent (10%) of the work done plus one hundred and ten percent (110%) of the work remaining based on the estimates in Schedule "C" of this Agreement.
- i) The provisions contained in Section 20 (Driveways) and Section 21 (Lot Grading) with respect to the retention of driveway securities for lots not yet built upon shall be considered in any letter of credit reduction.

Performance Acceptance Certificate

25. a) It is agreed that, upon the request of the Subdivider, the Township Engineer will inspect the works completed in any phase of development. Upon recommendation of the Township Engineer and upon completion of any remedial work required, the Township will grant to the Subdivider a performance acceptance certificate (the "**Performance Acceptance Certificate**").
- b) Two Performance Acceptance Certificates may be issued for this phase. The first Performance Certificate may be issued for all works except surface asphalt, boulevards and sidewalks. The second Performance Acceptance Certificate will be for the surface asphalt, sidewalks and boulevards.
- c) It is agreed that, one (1) year after the issuance of the last and final Performance Acceptance Certificate and after the expiry of the maintenance period, as set out in Section 28 of this Agreement and completion of any remedial work required by the Township and payment of all Township accounts, the Township will give a General Certificate of Release, such Release to be prepared and registered at the expense of the Subdivider.

- d) Prior to, or together with, the notification from the Subdivider stating that the public services are complete and requesting a Performance Acceptance Certificate of completion from the Township's Engineer, the Subdivider agrees to:
 - i) furnish the Township with a statutory declaration by or on behalf of the Subdivider that the Subdivider has paid all accounts that are payable in connection with the installation and maintenance of the said work and that there are no outstanding claims relating to the work;
 - ii) furnish the Township with mylar reproductions and digital copies/files of drawings showing all the works "as built", plus a signed statement from the Subdivider's Engineer that all public services were constructed as per the contract documents noting any exceptions thereto (required only at the time of final Performance Acceptance Certificates); and
 - iii) furnish the Township with a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars as shown on the registered Plan (required only at the time of final Performance Acceptance Certificates).
- e) A Performance Acceptance Certificate will be issued for the works provided the following has occurred:
 - i) All work except for driveways and final asphalt course placement is satisfactorily completed subject to noted and accepted minor deficiencies in the Township's discretion.
 - ii) The roadbase did exist in a granular condition acceptable for building permit purposes and without any final asphalt surface over one full winter and spring period.
 - iii) The videotapes of all completed storm and sanitary sewer lines have been reviewed and any required repairs and deficiencies have been attended to.
 - iv) Catchbasins, sewer access holes, water valves and curb stops are matched to the existing grade of the roadway as required by the Township and are visible.
 - v) All electrical and street lighting works are operable.
 - vi) Completion of any and all remedial work required by the County and/or Township.
 - vii) Payment of all outstanding Township accounts.
 - viii) Filing of a certificate by the Subdivider's Engineer stating his satisfaction of the work completed.
 - ix) Filing of a cheque to cover any required and unpaid levy, impost or connection charges.
 - x) Attendance to provisions of Section 25. c) listed herein regarding the retention of securities for lots not yet built upon.
 - xi) Attendance to items listed in Section 25. d) listed herein.
- f) The maintenance period for the work shall commence with the issuance of the final Performance Acceptance Certificate and shall be for a period of two (2) years.
- g) The County and/or the Township may videotape the storm and sanitary services at any time during the maintenance period. Any deficiencies noted shall be attended to prior to final acceptance. If deficiencies are so noted, the costs of the videotaping shall be paid by the Subdivider. If deficiencies are not noted these videotaping costs shall be paid by the County and/or the Township.

Maintenance

26. Upon completion of the public services and simultaneous with the issuance of any final Performance Acceptance Certificate, pursuant to Section 25 of this Agreement, the Subdivider agrees to ensure that the Township has in its possession, and to the satisfaction of the Township Solicitor, a certified cheque or letter of credit of value equal to ten (10%) of the cost of all public services as indicated in Schedule "C" to guarantee the performance of the completed works and services, including hydro electric services, for a period of twelve (12) months from the date of the issuance of the said Performance Acceptance Certificate. At the end of the twelve (12) month period, the certified cheque or letter of credit, less any amounts owed to the Township and previously invoiced to the Subdivider, shall be returned to the Subdivider. At this time, the Township may issue a General Certificate of Release, such release to be prepared and registered at the expense of the Subdivider. If the certified cheque should be cashed upon receipt, it shall be

deposited in a special interest accruing account and the interest shall be returned to the Subdivider, with the principal, less any amounts owed to, and previously invoiced by, the Township.

Assumption

27. The Township shall accept the services as completed in accordance with this Agreement upon request from the Subdivider and upon issuance of the Township's Engineer's last and final Performance Acceptance Certificate, subject to the obligation of the Subdivider to maintain and repair the services for one (1) year after such acceptance, and the Township shall at the next meeting of its Council following issuance of the Township's Engineer's Performance Acceptance Certificate pass a resolution formally accepting the services. Upon acceptance of the services, the ownership of all services provided for shall vest in and become the property of the County and/or Township. The Township Engineer shall provide the Subdivider with a certificate cosigned by the Township and in a form suitable for registration certifying that the services have been completed to his satisfaction and that the Subdivider has no further liability in respect of the services except to keep them in repair for a period of one year after the date of acceptance by the Township Council.

Failure to Carry Out the Terms of This Agreement

28. a) In the event that the Subdivider fails to install the hereinbefore described public services as and when required by the Township, or, having commenced to install the aforesaid services, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid services are not being installed in the manner required by the Township, in addition to any other remedy the Township may have and upon the Township giving seven (7) days written notice by prepaid registered mail to the Subdivider, the Township, its servants, employees, or agents may, without further notice, enter upon the said lands and proceed to supply all materials and do all necessary works in connection with the installation of said services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with a management fee of fifteen percent (15%) of the cost of such materials and works, to the Subdivider who shall forthwith pay the same upon demand by the Township.
- b) It is understood and agreed between parties hereto that such entry upon the lands shall be as agent for the Subdivider and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said services by the Township; and further, and without in any way limiting the generality of the agency relationship so constituted that, notwithstanding such entry and undertaking by the Township as provided in this paragraph, all duties, responsibilities and liabilities with respect to such works and services otherwise imposed on the Subdivider by virtue of this agreement shall remain in full force and effect against the Subdivider as if the Subdivider had himself undertaken and performed the said works and services.
- c) The Township, in addition, to all other remedies it may have, may issue stop work orders on any building permits that have been granted either to the Subdivider or to any other person and may refuse to issue further building permits until such services are completely installed in accordance with the requirements of the Township.
- d) If at any time the work or construction of the municipal services referred to herein, in the opinion of the Township, is not being carried out in accordance with the Engineering Plans and Specifications or in accordance with good engineering practice, the Township may stop all or any part of the work for any length of time until such work has been placed in a satisfactory condition.

Additional Works Required

29. The Subdivider agrees that if at any time and from time to time during the development of the subdivision, and up to the final release of any security, the Township, acting reasonably, is of the opinion that additional works are necessary to provide adequately any of the public services hereinbefore specified, the Subdivider shall construct, install or perform such additional works at the request of the Township, and all such terms and conditions of this agreement as apply to the public services herein before specified shall apply *mutatis mutandis* to such additional works required by the Township.

Emergency Repairs to Public Services Before Acceptance (Assumption)

30. When, and after the Subdivider has commenced development of the subject lands, but before the services have been assumed by the County and/or the Township as provided hereinbefore, any of the public services to be provided herein by the Subdivider do not function or do not function properly and in the opinion of the Township repairs are necessary to be made immediately to prevent damage or hardship to persons or property, the Subdivider consents to the County and/or the Township, its servants, employees or agents, entering upon the subject lands, and making

whatever repairs may be deemed necessary and the Subdivider further agrees to reimburse the Township for any expense incurred in making the said repairs.

Liability of Owner

31. a) Until the Council of the Township shall have accepted the subdivision, as evidenced by the last and final Performance Acceptance Certificate for any phase in accordance with Section 25, the Subdivider agrees to indemnify and save harmless the County or the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Subdivider undertaking this Plan of Subdivision, or from any part or omission by the Subdivider, his agents, servants or contractors in the performance of any matter or thing in this Agreement.
- b) Without in any way limiting the generality of the foregoing, and notwithstanding any statutory provision or other rule of law as to the vesting or affixing of any liability in the County or the Township of any lands, roads, works or services referred to or provided for in this agreement, it is agreed by the parties hereto that the Subdivider shall indemnify and save harmless the County or the Township against all rates, assessments, levies or other charges accruing for any reason whatsoever with respect to such lands, roads, works or services, where such rates, assessments, levies or other charges accrue prior to the issuance of the last and final Performance Acceptance Certificate according to Section 25 hereof whether or not such rates, assessments, levies or other charges having accrued, are actually due and payable at the time of issuance of the said final Performance Acceptance Certificate.
- c) Without in any way limiting the generality of the foregoing in the event that any works or services not expressly provided for in this agreement or in the plans or specifications pursuant thereto are, in the opinion of the County or the Township, required to be constructed, installed, repaired or maintained as a consequence, direct or indirect, of the undertaking, by the Subdivider, of this subdivision, or any Subdivider, of this subdivision or any work or thing to be done pursuant to this agreement, whether or not such construction, installation, repair or maintenance relates to works and services within the lands subdivided hereunder or elsewhere, then, upon the Township giving to the Subdivider notice in writing, by registered mail, of the nature of such construction, installation, repair or maintenance prior to the issuance of the final Performance Acceptance Certificate according to Section 25 hereof, the Subdivider agrees to indemnify and save harmless the County or the Township against all costs or other liabilities to which the Township may be subject in making or being required to make, such additional construction, installation, repair or maintenance.
- d) It is further agreed between the parties hereto that the Township may, at its option, require that the Subdivider provide security, satisfactory to the Township and its solicitors, for the performance of any liability imposed on the Subdivider by virtue of the provisions of this paragraph, notwithstanding and in addition to any other security provided for in this agreement and that, notwithstanding any other provision of the agreement, the Township, or the Township Engineer may refuse to cosign or issue any certificates of completion until such additional satisfactory security has been provided.

Liability and Property Damage Insurance

32. a) At the time of signing of this agreement, the Subdivider shall supply the Township with a comprehensive liability and property damage insurance policy in a form satisfactory to the Township, holding the said Township as well as the County, their agents and servants, harmless from any legal liability for losses, injuries, damages, claims, actions, demands, suits and costs arising directly or indirectly from anything or any work done by the Subdivider, his servants or agents on the said lands or on adjacent lands when constructing the public services or when doing anything in connection with this subdivision whether or not in performance of this agreement and in the amount of \$2,000,000 inclusive. The County and the Township and their employees and agents are to be named as insured in the said policy.
- b) The Policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance.
- c) The issuance of such a policy of insurance shall not be construed as relieving the Subdivider from responsibility for other or larger claims, if any, for which he may be held responsible.
- d) The Subdivider shall prove to the satisfaction of the Township, annually and from time to time as the Township may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

Default, Final Default

33. a) The Subdivider agrees that upon breach by the Subdivider of any covenant, term, condition or requirement of this Agreement, or upon the Subdivider becoming insolvent or making an assignment for the benefit of creditors, the Township at its option, may declare that the Subdivider is in default. Notice of such default shall be given as provided in Section 28 hereof, and if the Subdivider shall not remedy such default within such time, as provided in the notice, the Township may declare that the Subdivider is in final default under this Agreement, and shall then forthwith give notice thereof to the Subdivider as provided in Section 28.
- b) Upon notice of default having been given, the Township may require all work by the Subdivider, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to attend to such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.
- c) Upon final default of the Subdivider the Township may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- i) Enter upon the lands shown on the said Plan of Subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Subdivider and/or draw on, enforce, cash and/or apply any security available for this purpose;
 - ii) Make any payment which ought to have been made by the Subdivider and, upon demand, collect the amount thereof from the Subdivider and/or enforce any security available for this purpose;
 - iii) Retain or draw on any sum of money or security heretofore paid by the Subdivider or lot purchaser to the Township for any purpose, and apply the same in payment or part payment for any work which the Township may undertake;
 - iv) Assume any work or services at its option, whether the same are completed or not, and thereafter the Subdivider shall have no claim or title thereto or remuneration therefore;
 - v) Bring action to compel specific performance of all or any part of this Agreement for damages;
 - vi) Exercise any other remedy granted to the Township under the terms of this Agreement or available to the Township in law; and/or
 - vii) Withhold any further building permits.

Construction Lien Act

34. a) Notwithstanding anything to the contrary contained in this Agreement, the Subdivider hereby agrees that the filing of any liens pursuant to the Construction Lien Act, R.S.O. 1990, and any amendments thereto, with respect to the lands described in Schedule "A", shall constitute a default by the Subdivider of the terms of this Agreement and shall entitle the County or the Township to draw on any or all of the letter of credit provided by this Agreement and to utilize said draw to make payments into court of the holdback together with the costs.
- b) The Subdivider agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the Construction Lien Act and will otherwise indemnify the County or the Township against any claims, actions or demands for liens or otherwise in connection with the works and all costs in connection therewith. On the demands of the Township Engineer, the Subdivider agrees to forthwith take such steps to immediately discharge all such liens upon the services.
- c) The Subdivider agrees that, upon applying for a final Performance Acceptance Certificate for any phase of development, he will supply the Township with a statutory declaration that all accounts for work and materials have been paid, or provided for, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Subdivider in connection with this subdivision. The Subdivider shall have due regard to the requirement of the Construction Lien Act that advertisements be placed in appropriate trade papers notifying of substantial completion of contracts.

Soil Conditions

35. The Subdivider acknowledges and agrees that any Township approvals including (without restricting the generality of the foregoing) zoning, subdivision and site plan approvals do not verify or confirm the adequacy of soil conditions and the Subdivider accepts responsibility for soil conditions, including soil contamination and agrees to comply with the Environmental

Protection Act, R.S.O. 1990, and any amendments thereto, and any other applicable legislation. The Subdivider agrees to indemnify and save the Township harmless from all actions or claims relating to soil conditions on the subject lands.

Subsequent Purchasers

36. The Subdivider agrees to provide to any subsequent purchaser of a lot or lots as shown on the Plan of Subdivision, on or before the date of execution of each Agreement of Purchase and Sale, the following:
- a) A copy of this Subdivision Agreement, as registered;
 - b) A copy of the Lot Grading Plan, referred to in Section 21 of this Agreement, on or before closing of any sale of any lot on said Plan of Subdivision;
 - c) A copy of Schedules "G" and "F" which sets out the lot purchaser's responsibilities with respect to building and lot grading;
 - d) A written notice advising any subsequent purchaser that he is required to comply with provisions as specified of this Agreement;
 - e) A copy of the survey plan showing lot and survey stakes; and
 - f) A notice of any easement or other restriction that affects the lot.

Township's Expenses and Fees

37. The Subdivider agrees to pay, on or before execution of this Agreement, all expenses, including engineering, planning, administration and legal fees, incurred by the Township as a result of the Plan of Subdivision and to further pay all costs of the Township subsequently incurred as a result of the Plan of Subdivision. In connection with the Township costs to be incurred for engineering related to each phase, after registration of the Plan, the Subdivider agrees to continue paying, on demand, to the Township a deposit by cash or cheque in the amount of Four Thousand, Five Hundred (\$4,500) Dollars. This deposit shall be used for the costs of the services and periodic supervision to be furnished by the Township and the Township's Engineer and their agents in connection with the construction and installation of said services and in connection with the attendance to this Agreement.

Taxes, Local Improvements

38. The Subdivider agrees to commute all local improvements outstanding on any part of the lands and pay all taxes on the lands prior to the release of the Plan and before the issuance of the Township's letter of release with respect to draft conditions of approval of the County.

Drainage Act Costs

39. The Subdivider agrees to pay in full and when billed all municipal drain assessments, if in accordance with the Drainage Act that may be assessed by the report of a drainage engineer (the "Drainage Engineer") on any or all lands or streets of the said lands, if such report is adopted as a by-law prior to the final assumption of the public services, except that those assessments to lots that have been sold prior to the submission date of the Drainage Engineer's report are to be paid by the new lot owner. Where lots are sold after the submission date and prior to the levying of any assessment the Subdivider shall either reimburse to the lot purchaser his assessment or shall pay such assessment on behalf of the lot purchaser.

Registration of Agreement

40. The Subdivider warrants this Agreement shall be registered on title to the said lands as a first encumbrance prior to any mortgages or liens. The Subdivider consents to and will pay for the registration of this Agreement on title to the lands herein described within fifteen (15) days of the date of mailing of two fully signed copies of this Agreement to the Subdivider or its solicitors by registered mail or personal delivery. The Agreement shall be registered by the Subdivider's solicitors who shall, at the expense of the Subdivider but for the benefit and reliance of the Township, provide the Township with a title opinion confirming the Agreement is a first charge on such lands subject only to any municipal charges or other encumbrances accepted by the Township prior to signing of this Agreement. A duplicate registered copy of this agreement shall be returned to the Township. If the agreement is not registered within fifteen (15) days of the date of delivery of two fully signed copies of this agreement to the Subdivider or its solicitors for registration as aforesaid, the Township may register the Agreement and charge to the Subdivider any expenses incurred for such registration or for examination of title or encumbrances by the Township when the payment is required for the first or subsequent building permit(s) issued.

Expenses to be Paid by Subdivider

41. a) Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" (notwithstanding that certain of the provisions herein specifically so indicate) unless the context otherwise requires.
- b) Any amounts due shall be paid as required by this Agreement and any sums that are not so paid will have interest charged at the rate of fifteen percent (15%) per annum calculated from the date the amount was due.

Use of Services and Works

42. The Subdivider agrees that:
- i) the public services herein referred to may be used by the Township or other authorized persons for the purposes for which such services are designed;
 - ii) such use shall not be deemed as acceptance of the services by the Township;
 - iii) such use shall not in any way relieve the Subdivider of his obligations in respect of the construction and maintenance of the services so used; and
 - iv) water and electricity required by any contractor(s) shall be supplied by the Subdivider at his own expense.

Notices

43. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed as follows:

Subdivider – 1578651 Ontario Limited, c/o Torkin Manes Cohen Arbus LLP,
Attention: Aaron M. English,
151 Yonge Street, Suite 1500, Toronto, Ontario, M5C 2W7
Fax: 1-888-554-6181
E-mail: aenglish@torkinmanes.com

and to – Steve Peterson, Senior Project Manager, MTE Consultants Inc.
520 Bingham Centre Drive, Kitchener, Ontario, N2B 3X9
Fax: (519) 743-6513

Township – Township of Blandford-Blenheim, 47 Wilmot St. S., P.O. Box 100,
Drumbo, Ontario, N0J 1G0

County – County of Oxford, P.O. Box 397, Court House, Woodstock, Ontario, N4S 7Y3

Schedules

44. The hereto attached schedules form part of this Agreement: namely schedules A to H inclusive.

Lot Releases

45. In the event that the Subdivider should apply for a release of any lot in the Plan of Subdivision from the terms of this Agreement, or should apply for and request the filing of a Notice of Compliance with respect to any of the lands in the subdivision, the Township shall not be obligated to issue either a lot release or Notice of Compliance with respect to any lands in the Plan of Subdivision until such time as the final Performance Acceptance Certificate has been issued for the applicable phase in accordance with Section 25 of this Agreement, and in any event, no such release or Notice of Compliance shall be issued until the Township is satisfied with the driveway construction, until the Township shall first have received from the Township Engineer a certificate stating that any building erected on the lands for which a release or Notice of Compliance is requested and the final grading of such lands is in conformity with the grading and drainage plans forming part of this Agreement, or that any variation from the grading and drainage plans is approved by the Township Engineer.

General

46. a) Nothing in this Agreement exempts the Subdivider or anyone claiming by or through or under it from compliance with any by-law of the County, the Township, or any statute or regulation of Ontario, or of Canada, or of any other law, nor exempts the Subdivider from any liability accruing to it as the owner of the lands.
- b) Each of the parties agrees to do all acts within its power necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

- c) The Subdivider, where used in this Agreement, shall mean and include an individual, association, partnership, or incorporated company and wherever the singular is used herein it shall be construed as including the plural and wherever the masculine is used, it shall be construed as including the feminine.
- d) The Subdivider agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained. This Agreement may be pleaded as an estoppel against the Subdivider in any such proceedings.
- e) The Mortgagees of the Fourth Part of and in consideration of the sum of ONE DOLLAR (\$1.00) now paid to each of them (the receipt whereof is hereby acknowledged), do hereby consent to the Agreement herein and postpone their respective claims as Mortgagees of the said lands, the intent being that their respective mortgages shall be subject to the Agreement herein as though the said Agreement had been registered prior to the registration of their respective mortgages.

Estoppel re: County's Conditions

47. The Subdivider irrevocably agrees that all conditions and requirements herein contained have been imposed by the County prior to registration of the Plan as a condition of its approval of the Plan of Subdivision, and the Subdivider irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.

Phasing

48. a) This Agreement shall apply to the entire development for the lands described in Schedule "A".

Commencing Construction Prior to Plan Registration

49. The Subdivider agrees that if he wishes to proceed with the installation of services prior to registration of the Plan, he will do so only upon the written authorization of the Township and only upon the prior completion of the following:
- a) Execution and registration of the Agreement and any Amending Agreements necessary to facilitate staging of development;
 - b) All approvals as to engineering obtained from the Grand River Conservation Authority, the Ministry of the Environment, Certificate of Approval for all applicable storm, sanitary and water supply, the County and the Township;
 - c) One hundred and ten percent (110%) sureties for servicing provided in accordance with Section 24 of this Subdivision Agreement;
 - d) The Township confirmation that appropriate zoning for the development, or any subsequent phase of development, has received final approval; and
 - e) The Township having been advised by the County that the County has approved the final plan to be registered, as submitted by the Subdivider.

In the event that the Subdivider receives authority to proceed pursuant to the above procedure, then the Subdivider acknowledges and agrees that such servicing is done at the Subdivider's sole risk and the Subdivider agrees hereby to indemnify the County or the Township with respect to any claim or loss which may occur as a result of the Plan being registered other than in accordance with the approved final plan upon which the servicing was based.

PART II

SPECIAL PROVISIONS

The Subdivider agrees with the Township as follows:

1. That all references to Lots, Streets, Blocks and Reserves are as shown on the plan in Schedule "E" Stage 2 (7 Lots) being part of the Plan of Subdivision, File Number 32T-01004.
2. That Reserve Block 8, which is to prevent driveway access onto Albert Street (Oxford Road 8) as shown on Schedule "E" and described in Schedule "H", shall be conveyed to the County free and clear of charges and encumbrances.
3. That sidewalks shall be provided in the following locations:
 - i) Not Applicable in this Phase of the Development.
 - ii) The Subdivider shall be required in a subsequent phase of the draft plan of subdivision to provide a sidewalk between Fennel Street and Hofstetter Road on the north side of Albert Street.
4. To provide a certification from an Ontario Land Surveyor that all lots and blocks conform to the zoning requirements of the applicable Township Zoning By-law, specifically for lot areas, lot frontages and lot depths.
5. That prior to the issuance of a building permit, the Subdivider agrees to pay all of the development charges in force at the time of building permit issuance.
6. The Owner and Township agree that cash in lieu of the land dedication for park purposes shall be required for this Plan. The amount shall be based on a land value of twelve thousand dollars (\$12,000.00) per acre and shall be for five percent (5%) of this amount. A credit is available from the extra dedication of land provided within Registered Plan 41M-141. The calculation for land credits and cash in lieu shall be made when the Subdivider desires to develop the final phase of the draft plan of subdivision.
7. That the following special conditions apply to Stage 2:
 - a) The Subdivider shall submit a Letter of Credit to the Township for one hundred and ten percent (110%) of servicing cost for Stage 2 as described in Schedule "C".
 - b) The Owner agrees that for the seven (7) lots in Stage 2 that the development charges for the water and sanitary sewer systems will be paid on a per lot basis at the time of building permit issuance, at a rate of twelve thousand dollars (\$12,000.00) per single detached dwelling.
 - c) The payment rate outlined in Section 7. b) **includes** the Development Charge as per County By-law Number 4443-2004 as amended by By-law Number 4741-2006 which is nine thousand and twelve dollars (\$9,012.00), effective April 1, 2008 for water and wastewater, plus an estimate of financing costs for the development charge projects to be financed.
 - d) Building permits are available provided underground services have been installed or arranged for, however, no building occupancy may occur until the base asphalt has been installed and all servicing has been deemed operational by the parties to this agreement.

IT IS DECLARED and AGREED that this Agreement and the covenants, provisions, conditions and schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto

IN WITNESS WHEREOF the Subdivider has hereunto set his hand and seal.

AND IN WITNESS WHEREOF the Township has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

(SEAL)

Approved and authorized by
By-law Number 1551-2008 enacted
the 16th day of April, A.D. 2008.

(SEAL)

(SEAL)

(SEAL)

1578651 ONTARIO LIMITED

.....
John Zimmer, President
I have the authority to bind the Corporation

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

.....
Kenn R. Howling, Mayor

.....
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
COUNTY OF OXFORD

.....
Paul J. Holbrough, Warden

.....
Ken Whiteford, C.A.O. Clerk

PACIFIC & WESTERN BANK OF CANADA

.....
Signing Officer

.....
Signing Officer

We have the authority to bind the Corporation

F. Michael O'Connor

Account Manager

Ross P. Duggan

Vice President

LIST OF SCHEDULES

- A) Legal Description
- B) Engineering Requirements
- C) Cost Estimates
- D) Letter of Credit
- E) Plan to be Registered
- F) Site Plan Requirements
- G) Sample Notice to Builders/Owners
- H) Easements

SCHEDULE "A"

LEGAL DESCRIPTION

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford,
being composed of Part of Block 78 according to Registered Plan 41M-141, more particularly
described as Part 1, on Reference Plan 41R-8178.

SCHEDULE "B"

ENGINEERING REQUIREMENTS

1. General

All work and servicing is to be completed in accordance with the applicable Ontario Provincial Standard Drawings and Specifications.

Applicable design methods and parameters, standards and specifications are to be approved by the Township Engineer and/or the County Director of Public Works, as applicable.

Location of services to individual lots is to be as follows:

- services go to narrow frontage of lot
- water goes to centreline of lot
- storm is 2.5 metres to left (facing the lot)
- sanitary is 2.5 metres to the right (facing the lot)
- on corner lots services shall be shifted as necessary so that no service is closer than 9m to side street line.

Storm, water and sanitary works will be subject to Ministry of Environment's Certificate of Approval.

2. Water Distribution System

Minimum sizing of watermains throughout to be 150mm in diameter. Final sizing to consider areas of future development as indicated by the Township and to be in accordance with approved hydraulic analyses to show that required fire flows can be provided.

Hydraulic analyses shall evaluate the need to extend the watermain.

Materials for watermains shall be as follows:

- Services
- 19mm Type K copper
 - Non single family residential lots to be separately evaluated

- Hydrants
- As used in existing adjacent subdivision

- Valves
- As used in existing adjacent subdivision

All services to be tapped.

Minimum cover to be 1.8 metres.

Minimum diameter for hydrant leads - 150mm.

Two valves required at each street intersection.

Hydrants are to be separately valved and are to be located 3 metres from the street box in line with a lot line.

Copper water services will be provided to all single family lots with curb stops and boxes at the street line.

All watermains will be pressure and leakage tested and chlorinated in accordance with the Provincial specifications. Water samples will be collected, tested and approved prior to the watermain being placed in service.

3. Storm Sewer System and Lot Drainage/Grading Plan

A storm sewer collection and management system and lot drainage plan will be designed in accordance with the requirements of the Township Engineer.

Storm sewers will be required to the satisfaction of the Township.

Storm pipes to be concrete sewer pipe with filter wrapped mortar joints.

Catchbasin leads may be PVC.

Private drain connections to be 100mm dia. PVC at a minimum grade of 1%. Private drain connections at property line to be below basement levels where possible.

Subdivider to continue to ensure that the overflow path (roadway or open lands) for 100 year storm exists such that no damage to existing or proposed houses results.

Each single family lot will be serviced with a single storm connection from the storm sewer to the street line for sump pump discharge.

The minimum diameter for storm sewer mains and double catchbasin leads will be 300mm. Single catchbasin leads will be 250mm in diameter.

All complete storm sewers shall be examined by video camera work and the video shall be supplied to and reviewed by the Township prior to acceptance.

The minimum cover on storm pipes is to be 1.2 metres.

Sewer access holes shall be spaced not more than 90 metres apart and shall be located on all storm sewer mains having a diameter greater than 300mm.

Roof water leaders shall be directed to side yard swales (ie. discharged above grade) or to "dry wells" if required to satisfy any requirement for infiltration enhancement.

Roof water leaders shall not be connected directly to the Storm Sewer System.

The storm system is to be incorporated pursuant to the Drainage Act, RSO 1990, and amendments thereto.

4. Roads and Boulevards

Pavement design shall consist of a minimum of 300mm of Granular "B" and 150mm Granular "A" roadbase, 45mm of HL4 to HL6 binder course asphalt and 35mm of surface course asphalt (HL3) on all streets. This design to be substantiated or increased as required by a geotechnical report. The base asphalt shall be constructed immediately after the service connections to the property line are completed.

All driveway ramps shall consist of 250mm of Granular "A" and 50mm of HL3A asphalt, paving stone or concrete from the back of curb to the sidewalk and/or property line. Minimum width of 3.0 m (9.8 ft.) and maximum widths of 9.0 m (29.5 ft.) or 50% of the front yard or exterior side yard respectively at the street line may be occupied by a driveway.

Emergency and Temporary Construction Access Roads

- Fennel Street will be closed to the public during construction to install the service connections to the 7 lots in the Agreement.
- The residential lots located on the west side of Fennel Street, namely 333, 337 and 341 Fennel Street shall have an access to their properties maintained during construction to service the 7 lots on the east side of Fennel Street.

5. Sewage Collection System

This development shall be serviced by sanitary sewers. Connection will be made to the existing 200mm sanitary sewer stub off Fennel Street. Sizing of all mains shall take into account upstream development and stubs shall be provided.

Minimum size of 200mm sewer mains shall be provided for this development. Each single family lot will be provided with a 100mm service connection and semi-detached lots will have separate 100mm service connections for each unit to the sanitary sewer main.

The design shall consider the depth and sizing of future lines. The need for a pumping station shall be identified and provided for, if necessary.

Materials shall be PVC-DR35 for mains and DR28 for services.

All testing as required by the Provincial Specifications shall be conducted.

Sewer access hole grates in any sag locations shall have waterproof grates.

All completed sanitary lines shall be examined by video camera work and the video shall be supplied to and reviewed by the County and/or the Township prior to acceptance.

Kor-n-seal connector systems at sewer access holes are required.

Maximum spacing of sewer access holes to be 90 to 120 metres.

Minimum slopes for 200mm mains are as follows:

- First length - 1.0%
- Remainder - 0.6%

6. Boulevards

Boulevards shall be topsoiled and sodded from the back of curb to the limit of the road right-of-way or to the sidewalk, as applicable. Topsoil to be 100mm minimum.

7. Street Lighting

Street lighting shall be installed in accordance with the current standards and specifications of Hydro One Networks Inc. and the Township.

The street lighting will generally be located only on one side of the Street..

All street lights to be individually wired complete with disconnect switch to a separate box.

8. Utilities

Hydro, gas, cable and telephone services will be provided to all Lots in the subdivision. Services to be installed underground and in accordance with the standards and specifications of the utility company concerned and in accordance with the adjacent servicing on the existing Fennel Street.

9. Fencing

During all stages of construction for any phase of development that abuts existing agricultural and developed land, appropriate fencing to control erosion, sedimentation and trespass will be erected and maintained by the Subdivider, subject to the specifications of the Township.

10. Sidewalks

Sidewalks, when required, are to be 1.5 metres wide on County Roads and 1.2 metres wide on Township Streets, 150mm thick on a Granular "A" base of 150mm.

Wheelchair ramps required at all intersections.

11. Engineering

Plans and specifications for the work must be provided by the owner and approved by the Township, and all other appropriate agencies, prior to any on-site construction and prior to execution of this Agreement. The owner shall also provide full-time inspection services during all construction phases. Sizes of, scales of, purpose of, and data included on drawings are to be approved by the Township.

SCHEDULE "C"

ESTIMATED COST OF SERVICES (2008 DOLLARS)

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim, The County of Oxford and the "Subdivider", 1578651 Ontario Limited.

FOR STAGE 2 (7 lots) only

(A)	ROADWAY CONSTRUCTION	\$ <u>42,375.00</u>
(B)	DRAINAGE WORKS (STORM SEWERS)	\$ <u>12,165.00</u>
(C)	WATER SYSTEM	\$ <u>9,200.00</u>
(D)	SEWER SYSTEM	\$ <u>18,366.00</u>
(E)	STREET LIGHTS, POWER AND COMMUNICATION	\$ <u>13,000.00</u>
(F)	SIGNS	\$ <u>1,000.00</u>
(G)	SURFACE WORKS	\$ <u>34,650.00</u>
Sub-Total -- Sections (A) to (G):		\$ 130,756.00
(H)	CONTINGENCIES (10%) OF ABOVE	\$ <u>13,076.00</u>
TOTAL		\$ <u>143,832.00</u>

SCHEDULE "D"
TYPICAL LETTER OF CREDIT

BANK LETTERHEAD

Letter of Credit No.: _____
Total Amount: _____
Date: _____
Branch: _____

TO: The Corporation of the Township of Blandford-Blenheim

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT

We hereby authorize you to draw on _____
for account of our customer, _____
up to an aggregate amount of _____
dollars (\$) _____) available by drafts at sight as follows:

Pursuant to the request of our customer, the said _____
we, the _____
hereby establish and give to you this unconditional irrevocable letter of credit in your favour in the total
amount of _____ dollars (\$) _____) which may
be drawn on by you at any time and from time to time upon written demand for payment made upon us by
you, which demand we shall honour without enquiring whether you have a right as between yourself and
our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the _____
at such time as a written demand for payment is made upon us a certificate signed by your Treasurer or
Deputy Treasurer, Clerk or Deputy Clerk agreeing and/or confirming that moneys drawn pursuant to this
Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to
ensure that any outstanding obligations of our said customer to you are performed.

It is understood and agreed that the obligation of the under-signed under this Letter of Credit is an
obligation to pay money only and that in no circumstances shall the undersigned be obliged to perform or
cause to perform any of our customer's actual obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing
given to us by you from time to time.

This Letter of Credit will continue up to _____ and will expire at
the close of business on that date and you may call for payment of the full amount outstanding under this
Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be
renewed.

We agree to advise you on or before _____
(one month prior to expiry date set out above)
as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this
Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to
year thereafter. It is a condition of this Letter of Credit that it shall be deemed to be automatically
extended without amendment from year to year from the present or any future expiration date hereof,
unless at least 30 days prior to the present or any future expiration date, the Township shall notify the
Subdivider in writing by registered mail that the Township elects not to consider this Letter of Credit to
be renewable for any additional period.

Partial drawings hereunder are permitted.

SCHEDULE "E"

PLAN TO BE REGISTERED

REDUCED COPY OF THE PLAN TO BE REGISTERED

PLAN OF SUBDIVISION
OF PART OF BLOCK 75, REGISTERED PLAN 41M-141
TOWNSHIP OF BLANDFORD - BLENHEIM
COUNTY OF DUFFERIN

SCALE - 1" = 200'

NOTING: CERTAINED MAPS OF THIS PLAN ARE IN FORCE AND
CAN BE OBTAINED BY LOT IN A FOLDER 41-2-201.

QUENTNER RUEB SURVEYING LIMITED

NOTE: A REVISION OF THIS PLAN WAS REFUSED BY THE REGISTRAR, LOT OF 2-200-141,
IN ORDER TO REGISTERED PLAN 41-2-201, NORTH - SURVEY OF 2-200-141.

PLAN 41M - 141
CERTIFICATE OF REGISTRATION

I HEREBY CERTIFY THAT THIS PLAN
IS REGISTERED IN THE LAND REGISTRY
OFFICE FOR THE LAND TITLED DIVISION
OF THE COUNTY OF DUFFERIN (Sec. 41)

AT _____ OF BLOCK 75 ON THE _____ DAY
OF _____ 2006.

AND ENTERED IN THE REGISTER FOR
P.L.R. 40000-0001

AND THE REGISTERED CONCEPTS ARE
REGISTERED AS PLAN 40000-0001

NO. _____

LAND REGISTRY

P.L.R. - PLAN OF 40000-0001

APPROVED UNDER SECTION 21 OF THE PLANNING
ACT, R.S.O. 1990, AS AMENDED, THIS _____ DAY
OF _____ 2006.

BANDER, COUNTY OF DUFFERIN

OWNER'S CERTIFICATE

This is to certify that:
1. LOTS 1 TO 7, WITH ADJACENT, AND THE RESERVE,
BLENHEIM BLOCK 75, have been laid out in accordance
with the Subdivision.

DATED THE _____ DAY OF _____, 2006

OWNER: BLENHEIM BLENHEIM LIMITED

JOHN ZIMMER, ATTORNEY

NOTE: THE ATTORNEY IS TO SIGN THE SUBDIVISION.

LEGEND

1. STAGNANT WATER
2. DRAINAGE DITCHES AND
3. DRAINAGE
4. DRAINAGE
5. DRAINAGE
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100. DRAINAGE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY
1. THAT THIS PLAN WAS PREPARED BY ME OR BY A
PERSON UNDER MY SUPERVISION AND THAT I AM A
REGISTERED SURVEYOR IN THE PROVINCE OF ONTARIO
AND THAT I AM A MEMBER OF THE SURVEYORS
INSTRUMENTS BOARD OF ONTARIO.

2. THAT THE PLAN WAS PREPARED BY ME OR BY A
PERSON UNDER MY SUPERVISION AND THAT I AM A
REGISTERED SURVEYOR IN THE PROVINCE OF ONTARIO
AND THAT I AM A MEMBER OF THE SURVEYORS
INSTRUMENTS BOARD OF ONTARIO.

DATED AT _____ ON _____ DAY OF _____, 2006

JOHN ZIMMER, ATTORNEY

NOTE: THE ATTORNEY IS TO SIGN THE SUBDIVISION.

QUENTNER RUEB SURVEYING LIMITED
BLENHEIM, ONTARIO

INDIVIDUAL SITE PLAN REQUIREMENTS

LEGEND

384.34 EXISTING ELEVATION
 385.13 PROPOSED ELEVATION
 ——— SURFACE FLOW DIRECTION
 TOP FDN TOP OF FOUNDATION
 GAR. FL. GARAGE FLOOR

SITE PLAN REQUIREMENTS

- 1) HOUSE AND DRIVEWAY LOCATION
- 2) FOUR LOT CORNER ELEVATIONS (EXISTING AND PROPOSED)
- 3) SIDE LOT ELEVATIONS AS ABOVE
- 4) FRONT AND REAR OF HOUSE ELEVATIONS
- 5) TOP OF FOUNDATION ELEVATION
- 6) ARROWS INDICATING DIRECTION OF DRAINAGE FLOW
- 7) PLAN TO BE DRAWN TO SCALE WHICH IS TO BE NOTED
- 8) DRIVEWAY GRADE TO BE SHOWN
- 9) GRADE BREAK POINTS TO BE CLEARLY INDICATED
- 10) MINIMUM GRADE TO BE NOT LESS THAN 2%

STREET NAME

SCHEDULE "G"

SAMPLE NOTICE TO BUILDERS/OWNERS

The subdivision agreement for this project requires a \$2,500.00 deposit per lot to ensure lot grading and proper driveway construction within the Municipal right-of-way. These items are to be attended to by the owner or builder on each individual lot. The following procedures should be undertaken to ensure that the requirements of the subdivision agreement are met and the deposit is returned:

1. Lot Grading

The deposit and a plan showing how your house implements the overall lot grading requirements as set out on Drawings 6 and 7 of the Engineering Plans for Phase 1 are required by the Township to obtain a building permit.

Lot grading deposit is to be \$1,500.00, cash or cheque, and is collected prior to the issuance of a building permit.

The plan must show the house location, driveway and elevations to show how the lot grading will work. Top of foundation, garage cut out and any window cut outs must be shown. Street lighting standards and equipment and hydro and telephone equipment must also be shown on the plan.

The builder/owner must have a Professional Engineer or Ontario Land Surveyor confirm to the Township that the foundation elevation conforms to the grading plan prior to framing.

The deposit will be returned when the following requirements are met:

- i) Water shut off is at grade and functioning at property line.
- ii) Lot grading is found acceptable and topsoil, sodding and/or seeding is completed. Please ensure that a minimum of 8" of foundation wall is exposed above grade and the grade slopes away from the foundation (6" drop to side lot lines).
- iii) Minor variations from the grading plan may be approved by the Township Engineer if they do not affect the overall grading scheme.

The Engineering fees to check lot grading are deducted from your deposit as outlined in the Subdivision Agreement and/or Agreement of Purchase and Sale.

2. Driveways

Acceptable driveway surfaces within the Municipal right-of-way are asphalt, paving stone or concrete.

Driveway deposit is to be \$1,000.00, cash or cheque, and is collected prior to the issuance of a building permit.

The owner/builder must apply to the Township when the driveway is complete. The appropriate Township authority shall determine if the driveway is acceptable.

There is no charge for this inspection.

- 3. In the case of default for either lot grading or driveway installation, the Township may require the Subdivider to attend to the work or may use the deposit to perform repairs.
- 4. See the Subdivision Agreement and/or Agreement of Purchase and Sale for further details.
- 5. Private drain connections (PDC's) are for connection of sump pump outlets only. The piping from the sump pump must pump over top of the foundation wall prior to connection to the PDC at the property line. Roof water leaders shall not be connected to the PDC and must discharge to the surface or into approved dry wells.

Please notify the Township where and to whom the deposit should be sent if the property changes hands prior to the deposit being released.

NOTE: The above deposits may be varied as per Section 20. h) "Driveways" and Section 21. j) "Lot Grading" of the Subdivision Agreement by resolution of Council.

SCHEDULE "H"

EASEMENTS, RESERVES, BLOCKS

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim and the
"Subdivider", 1578651 Ontario Limited.

1 ft. Reserves

- Reserve Block 8 on the south side of Lot 7

All as shown on Schedule "E"

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1552-2008**

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Eric and Tara Evershed.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

AND WHEREAS the County of Oxford Land Division Committee, regarding Consent Application Number B-94/07 (Eric and Tara Evershed) has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

AND WHEREAS Township Council deems it desirable to enter into an Agreement with the developers (Eric and Tara Evershed) of the property to effect proper development of One (1) residential lot, being composed of Part of Lot 4 and Lot 5 according to Registered Plan 199, (former Blenheim) on the east side of Mill Street, currently known as Morrow Street, more particularly described as Part 1 on Reference Plan 41R-5611.

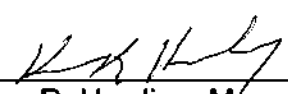
NOW THEREFORE, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

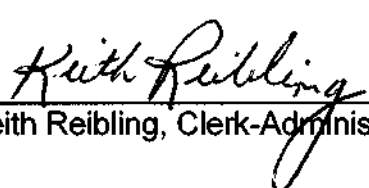
1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated April 15th, 2008, for developing lands, being composed of Part of Lot 4 and Lot 5, Registered Plan 199 (former Blenheim) located on the east side of Mill Street, currently known as Morrow Street, more particularly described as Part 1 on Reference Plan 41R-5611, between Eric and Tara Evershed and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of April, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of April, 2008.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

Document General

Form 4 — Land Registration Reform Act

D

J02200 Number..... CERTIFICATE OF REGISTRATION REGISTERED 2008 -04- 22 16.43 at..... Land Registry Office No. 41 <i>mx</i> Land Registrar New Property Identifiers Executions	(1) Registry ☒ Land Titles ☐ (2) Page 1 of 14 pages	(3) Property Identifier(s) Block Property 00282 0152 Additional: See Schedule ☐
	(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.	
	(5) Consideration ---nil----- Dollars \$	
	(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 4 and Lot 5, Block C, according to Registered Plan 199, on the east side of Morrow Street (formerly Mill Street), more particularly described as Part 1 on Reference Plan 41R-5611.	
	Additional: See Schedule ☐	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

Keith Reibling

2008 04 16

(11) Address
for Service

47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

EVERSHED, Eric

EVERSHED, Tara

(13) Address
for Service

P.O. Box 3, DRUMBO, Ontario. N0J 1G0

(14) Municipal Address of Property

25 Morrow Street
Drumbo, Ontario.
N0J 1G0

(15) Document Prepared by:

Keith Reibling,
Clerk-Administrator,
Township of Blandford-
Blenheim,
47 Wilmot Street South,
Drumbo, Ontario. N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

60

Total

60

CONSENT AGREEMENT

EVERSHED SEVERANCE

PART OF LOT 4 and Lot 5, REGISTERED PLAN 199

**TOWNSHIP OF BLANDFORD-BLENHEIM
(Formerly Township of Blenheim)**

THIS AGREEMENT made on the 15th day of April, 2008.

BETWEEN:

ERIC and TARA EVERSHED
Hereinafter called the "Owner"
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the east side of Morrow Street in Drumbo - municipally known as 25 Morrow Street, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-94/07) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated February 7th, 2008, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

GENERAL

1.1 Deposit

The Owner shall deposit the sum of one thousand dollars (\$1,000.00) for the new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of one thousand dollars (\$1,000.00) is always on hand with the Township until this agreement is released. This deposit

when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan, hereto attached, required by, and in accordance with the sections of this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within County Right-of-Way

Not Applicable for this new building lot.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township or County.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 15, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Drumbo Drainage Works 1993

- a) In accordance with Page 34 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was provided, the Owner shall be assessed a lump sum special benefit assessment of five hundred dollars (\$500.00) for each new building lot. This amount shall be applied against the costs of construction of the service as being borne by the County of Oxford and/or Township.

- b) Also and pursuant to Page 35 of the Drainage Report, the owner shall pay the lump sum of two thousand dollars (\$2,000.00) for each new building lot prior to issuance of the building permit. As per Section 66(3) of the Act, this sum is to be placed in a special fund to be used by the Township for future maintenance of the drain.
- c) With respect to future maintenance provisions, the new building lot is to be assessed an equal portion for maintenance similar to adjacent lots in accordance with the statement contained on Page 35 of the Drainage Report.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule 'C' hereto.

4. DRIVEWAY

4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall consist of a granular surface.

4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveways shall be constructed in accordance with the requirements of Schedule 'C' hereto.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of one hundred dollars (\$100.00) to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of five hundred dollars (\$500.00) to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

8.1 Paying into Township's Reserve Account

The Owner agrees to pay for the new building lot created, a sum of seven hundred dollars (\$700.00) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township may hold the Owner or any lot purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any utility, any sign and any other works in the boulevard.

10. BOULEVARDS

Upon completion of all work on the lot and in the road allowance, to a degree as required by the Township and County, the affected boulevard areas shall be regraded, topsoiled and seeded. Schedule 'C' may provide details of the work required by the lot purchaser in the boulevards.

11. WATER SUPPLY

a) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3970-2000, Schedule D as property code 250-03400-01, Morrow Street had previously signed a release form to exclude Schedule "B" charges from applying to the underdeveloped property. The release form further agreed to pay the service connection charge at the time of connection. The service connection charge of eight thousand dollars (\$8,000.00) shall apply in accordance with the provisions of County of Oxford By-law No. 3970-2000, and amendments thereto. This sum shall be payable prior to the stamping of the deed. This property will now be transferred to Schedule "B" with applicable charges (vacant serviced lot) commencing in 2010 if a building permit has not been issued.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule A of Oxford County By-law No. 4811-2007. These fees will commence ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", By-law Number(s) 4444-2004 and 4742-2006, and amendments thereto, the Owner shall pay to the Township (due to the County of Oxford) the sum of one thousand, eight hundred and five dollars (\$1,805.00) prior to the issuance of a building permit.

12. SEWAGE DISPOSAL

a) Connection Charges

See Section 11 a) for details.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual sewage system fees under Schedule B of Oxford County By-law No. 4811-2007. These fees will commence ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", By-law Number(s) 4444-2004 and 4742-2006, and amendments thereto, the Owner shall pay to the Township (due to the County of Oxford) the sum of four thousand, five hundred and fifty three dollars (\$4,553.00) prior to the issuance of a building permit.

13. CONSTRUCTION ON THE LOT

13.1 Work to be in Accordance with Approved Plan

All work on the new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Revise Approved Plan

The Owner agrees to prepare or to advise the lot purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that driveways and private septic systems shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 15 hereto.

13.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

13.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 Ultimate Responsibility

All security monies provided by the Owner or any lot purchaser pursuant to Sections 1.1 and 15.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 15 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 15 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed(s) for the new building lot created, the Owner shall:

1. Have completed the approved plan as required by Section 1.2.
2. Have paid the costs relating to the Drumbo Drainage Works as required by Section 2.1 a) (\$500.00).
3. Have paid the sum for Street Lighting as required by Section 6.1 (\$100.00).
4. Have paid the sum for Sidewalks as required by Section 7.1 (\$500.00).
5. Have paid the sum for Parkland fees as required by Section 8 (\$700.00).
6. Have paid the sum for Water and Sewage Connection Charges as required by Section 11. a) and Section 12. a) (\$8,000.00).
7. Have paid all outstanding accounts of the Township, including those required by Section 14.3 (\$2,513.00 plus GST).

8. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19 (\$60.00).
9. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges and drainage charges as applicable at the time must be paid prior to the issuance of a building permit as outlined in Section 2.1 b), Section 11. d) and Section 12. d) contained in this Agreement.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

17.1 Amount of Security

To ensure that the Owner, the lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of two thousand, five hundred dollars (\$2,500.00), cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be three hundred and fifty dollars (\$350.00). Multiple trips or revisions to plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the two thousand, five hundred dollars (\$2,500.00) security shall be as follows: Firstly, one thousand, five hundred dollars (\$1,500.00) is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, one thousand dollars (\$1,000.00), is to be released upon completion of the driveway and boulevard work adjacent to the

driveway and subject to repairs being made and less the final Engineering costs.
Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

18. DEFAULT

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of the Municipal Act 2001, Chapter 25, Section 427 (3) and amendments thereto.

19. REGISTRATION OF THIS AGREEMENT

19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

20. EASEMENTS, BLOCKS

None are required.

21. MISCELLANEOUS

21.1 Agreement to Inure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

21.2 Variations

All work is to be in accordance with the approved plan and in accordance with the revised plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER

L. Ann Hoard
Witness

[Signature]
per Eric Evershed
[Signature]
per Tara Evershed

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-
BLENHEIM

[Signature]
Kenn R. Howling, Mayor

(SEAL)

[Signature]
Keith Reibling, Clerk-Administrator

SCHEDULE "A"

Agreement Dated the 15th day of April, 2008.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lot 4 and Lot 5, Block C, according to Registered Plan 199, on the east side of Morrow Street (formerly Mill Street), and more particularly described as Part 1 on Reference Plan 41R-5611.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

south side of Powell Street between Morrow Street and Matheson Street, in the Village of Drumbo – municipally known as 50 Powell Street, being Part of Block C, Lots 3 and 4, south of Powell Street, Lot 5 and Part of Lot 4, east of Mill Street, Reg. Plan 199, Township of Blandford-Blenheim, formerly Blenheim.

CONDITIONS:

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with. This condition can be cleared by payment for the required services or entering into a severance agreement with the area municipality which states that no building permit shall be issued until payment is made to the County. In order to clear this condition, a copy of the draft Severance Agreement which addresses the above requirements to the satisfaction of the County of Oxford Public Works Department must be provided to the Public Works Department.*
2. *The owners enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
3. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of The Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
4. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
5. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

Dated this 7th day of February, 2008.

SCHEDULE "C"

C.1 DRAINAGE

- a) Roof Drainage
Roof drainage shall discharge onto the surface.
- b) Lot Drainage
-surface flow to be in accordance with the approved site specific plan
- c) Foundation Drainage

The foundation drain shall be connected to a sump pump, pumped over the foundation wall and discharged by gravity to the private drain connection at the property line.

C.2 DRIVEWAY

- a) Dimensions

The minimum width shall be 3.5m and the maximum width is to be 8.4m. The Owner and or Lot Purchaser shall arrange with the Township for an entrance to the property (mountable curb) in accordance with the dimensions listed above. There is no fee charged for this service.

- b) Materials

- 250mm minimum Granular A
- 50mm minimum HL3 asphalt or 150mm thickness of concrete or 1 course of driveway paving stone

C.3 BOULEVARD CONSTRUCTION

- a) Boulevard to be topsoiled and sodded

LEGEND

- F.F. DENOTES FINISHED FLOOR
- T.F. DENOTES TOP OF FOUNDATION
- x 306.00 EXISTING ELEVATION
- 305.8 EXISTING GROUND CONTOUR ELEVATION
- 248.05 PROPOSED ELEVATION
- MATCH EST. 305.9 MATCH EXISTING GROUND ELEVATION AT PROPERTY LINE EST = ESTIMATED
- DIRECTION OF SURFACE FLOW
- PROPOSED SURFACE SWALE
- LOCATION OF PUMP DISCHARGE
- WATER SERVICE
- STORM SEWER SERVICE
- SANITARY SEWER SERVICE
- ZONING LIMIT SETBACKS

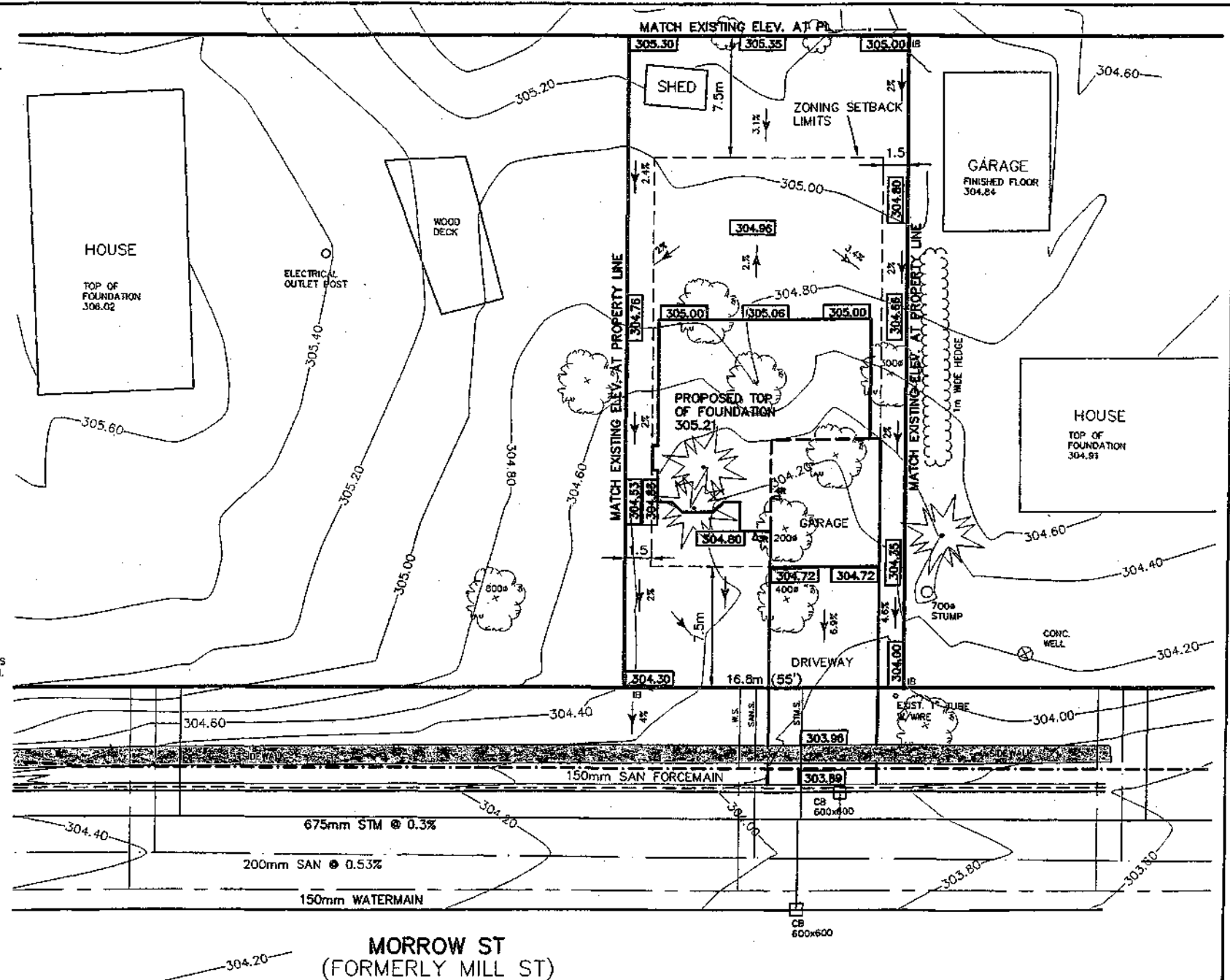
GENERAL NOTES

- THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
- ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED.
- LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
- THE OWNER OR LOT PURCHASER SHALL ENSURE THAT ALL SERVICES ARE INSTALLED IN ACCORDANCE TO THE COUNTY AND TOWNSHIP STANDARDS AND THAT ALL ELEVATION SHALL SUIT THE HOUSE PRIOR TO CONSTRUCTION.
- LOCATIONS AND ELEVATIONS OF EXISTING SERVICES ARE APPROXIMATE AND NEED TO BE CONFIRMED.

BM#1 NAIL IN NE SIDE H.P. W/LIGHT
SW CORN. INTERSECTION POWELL & MORROW
ELEV 304.754

SERVICE ELEVATIONS AT PROPERTY LINE
SANITARY = 301.40
STORM = 301.58

LOT COVERAGE
TOTAL AREA = 735.79m²
BUILDING AREA = 198.81m²
PERCENT COVERAGE = 27.02%



MORROW ST
(FORMERLY MILL ST)

NO.	REVISION	DATE	DESIGNED BY: M.A.	CHECKED BY: K.B.	DRAWN BY: M.A.	CHECKED BY: K.B.	FIELD BOOK:	SCALE	1:250	TOWNSHIP OF BLANDFORD-BLENHEIM	COUNTY OF OXFORD	K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER ENGLISHTOWN SUDBURY	JOB NUMBER 08-023 DATE APRIL 15, 2008 DRAWING NUMBER 1 OF 1

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1553-2008

Being a By-law to amend By-law Number 1067-95 being the Fire Department operational By-law to provide for the appointment of multiple deputy fire chiefs in the staff organization and to repeal the current Deputy District Fire Chief By-law Number 1515-2006 to recognize the appointment of new deputy fire chiefs at various stations pending recent resignations and retirements in the department.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

AND WHEREAS the following Deputy District Fire Chiefs have tendered their resignation and/or retirement as listed below:

- Philip Harmer, Drumbo Fire Station retired effective January 31, 2007.
- William Goodwin, Princeton Fire Station stepped down to a Firefighter position effective February 22, 2008.
- Jeffrey Glendinning, Plattsville Fire Station resigned effective April 1, 2008.

AND WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend Section 1. (g) "Deputy Fire Chief" section and Table 1 of By-law Number 1067-95, being the Functional Organization Chart of the Township Fire Department to provide for the appointment of multiple deputy fire chiefs and to reflect this name change in the organization chart.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Section 1. (g) of By-law Number 1067-95 being a By-law to continue the Township Fire Department is repealed and the following substituted:

(g) "Deputy Fire Chief" means the person(s) appointed by a by-law of the council of the municipality to act in the place of the fire chief in the fire chief's absence, or in the case of a vacancy in the position of the fire chief.

By-law Number **1553-2008** Cont'd.:

2. That the persons named herein continue or are appointed as Deputy Fire Chiefs effective on the dates shown for the stations and respective fire areas listed.
 - 2.1 Robert Humphrey, for the Bright Station Fire Area and the Fire Area covered under a Fire Agreement with the Township of East-Zorra Tavistock.
 - 2.2 Kevin Harmer, effective March 8, 2007, for the Drumbo Station Fire Area and the Fire Area covered under a Fire Agreement with the Township of North Dumfries.
 - 2.3 Paul Redman, effective May 8, 2008, for the Plattsville Station Fire Area and the Fire Area covered under a Fire Agreement with the Township of Wilmot.
 - 2.4 Dave Stanley, effective April 3, 2008, for the Princeton Station Fire Area and the Fire Area covered under a Fire Agreement with the County of Brant.
3. That Table 1 being the Functional Organization Chart to By-law Number 1067-95 is hereby amended in accordance with the Table 1 Chart dated May 21st, 2008, as attached to this by-law.
4. That By-law Number 1515-2006 enacted the 6th day of December, 2006, is hereby repealed.
5. That Resolution #9 passed at the January 3rd, 2007, regular Council meeting is hereby repealed.
6. That the provisions contained in this By-law shall come into force and effect on the final passing thereof with the individual starting dates to be observed in the various categories.

By-law **READ** a **FIRST** and **SECOND** time this 21st day of May, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 21st day of May, 2008.

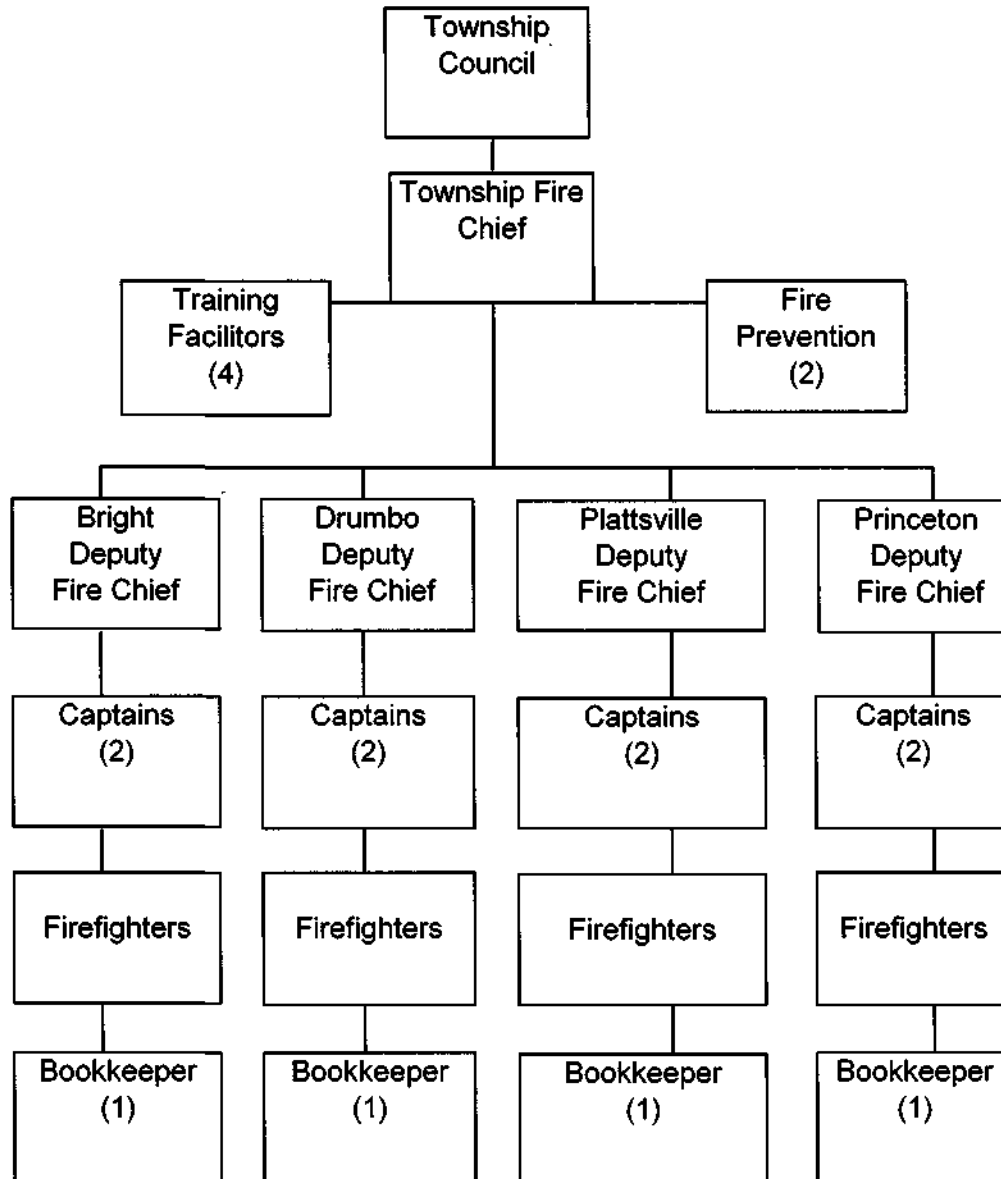

Kenn R. Howling, Mayor

(SEAL)

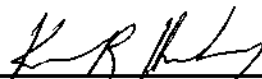

Keith Reibling, Clerk/Administrator

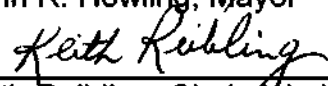
TABLE 1

Township of Blandford-Blenheim
FUNCTIONAL ORGANIZATIONAL CHART



Dated: May 21st, 2008..



Kenn R. Howling, Mayor


Keith Reibling, Clerk/Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1554-2008

Being a By-Law to authorize the Issuance of Short Term Borrowing relative to the Plattsville Drainage Works 2007 drainage and street project.

WHEREAS the Municipal Act, 2001 Section 40(1), and amendments thereto, provides that subject to this or any other Act, a municipality may incur a debt for municipal purposes whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments for or in relation to the debt;

AND WHEREAS the Council of the Corporation of the Township of Blandford-Blenheim has authorized the purposes (individually a "Project" collectively the "Projects") as set out in Schedule "A" attached thereto and desires to issue debt for the Projects in the respective amounts specified in Schedule "A",

AND WHEREAS before authorizing each Project and before authorizing any additional cost amounts and any additional debt authorities in respect thereof, the Treasurer of the Corporation of the Township of Blandford-Blenheim updated its most recent annual debt and financial obligation received from the Ministry of Municipal Affairs and Housing in accordance with Ontario Regulation 403/02, and determined that the estimated annual amount payable in respect of the Project and the issuance of additional debentures would not cause the Corporation to exceed the updated limit;

AND WHEREAS it is expected that the permanent financing through either Infrastructure Ontario or other financial institution will not occur until 2009;

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

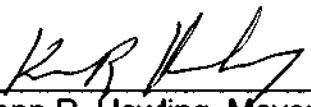
1. THAT certain works as set out in Schedule "A" hereto attached are hereby authorized with an approximate total cost of \$4,500,000.00
2. THAT Schedule "A" attached hereto is hereby declared to be part of this By-Law as if written and incorporated herein.
3. THAT the Corporation of the Township of Blandford-Blenheim issue a short-term, float rate loan for the works to be eventually financed through Infrastructure Ontario or other financial institution for an amount not exceeding \$4,500,000.00 and shall be made payable on demand at the interest rate prevailing throughout the term of the loan.

By-law Number **1554-2008** Cont'd.:

4. THAT the Treasurer may arrange with any bank for temporary advances of money to meet the costs of the work pending the completion of it.
5. THAT there shall be raised in each year in which an installment comes due by a rate on all rateable property in the Township of Blandford-Blenheim a specific amount sufficient to pay the said installment when and as it becomes due, but no greater rate shall be levied in any year for such purposes, than is required to pay the installment. Such amount may be reduced by receipts from other sources in respect to the said works.
6. THIS By-Law shall come into full force and effect on the date of enactment.

By-law READ a FIRST and SECOND time this 21st day of May, 2008.

By-law READ a THIRD time and FINALLY PASSED in Open Council this 21st day of May, 2008.


Kenn R. Howling, Mayor

(Seal)


Keith Reibling, Clerk-Administrator

Township of Blandford-Blenheim - Plattsville Drain Project**Schedule "A"**

		Phase 1	
		Original Estimate	Amended Estimate
Extras			1,888.61
Submission to Ministries and Agencies		2,000.00	2,000.00
Application fees		2,500.00	2,500.00
Printing of report		4,500.00	4,500.00
Printing of tender (contract) documents		1,000.00	1,000.00
Allowances for work to obtain approvals	6,900.00		
GRCA	3,100.00	10,000.00	10,000.00
		20,000.00	21,888.61
Miscellaneous municipal costs including interest		75,000.00	75,000.00
Unforeseen		5,000.00	5,000.00
Total Administration		100,000.00	101,888.61
Allowances		950.00	950.00
Construction Supervision		250,000.00	250,000.00
Construction Cost	3,259,037.00		
GRCA	3,100.00	3,262,137.00	3,654,367.83
Engineering		450,000.00	450,000.00
Total Estimated Cost (including expenditures incurred to-date)		4,063,087.00	4,457,206.44

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1555-2008

Being a By-law to authorize amending an existing fire protection agreement with the Corporation of the County of Brant to provide for Code 4 medical assistance, with defibrillators, for the fire protection services from the Princeton Fire Station.

WHEREAS, By-law Number 1401-2003, enacted the 4th day of June, 2003, authorized the Township of Blandford-Blenheim to enter into an agreement, dated January 1, 2003, with the County of Brant to provide fire protection services to a portion of the County of Brant from the Princeton Fire Station

AND WHEREAS, Section 16 of the agreement provides that it may be amended at any time by the mutual consent of the parties.

AND WHEREAS Council recently approved offering medical assistance, Code 4, including defibrillators to the residents served by the Township's four (4) fire stations including the fire area served by the Princeton Fire Station.

AND WHEREAS the County of Brant is agreeable to amending the agreement to include this additional service for medical assistance to their residents.

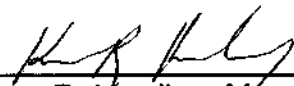
NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

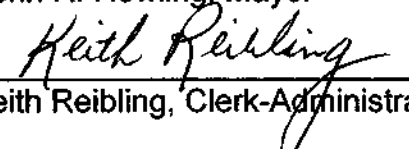
1. That Section 1. e) defines "fire protection services", specifically sub-section (v) which states 'medical assistance as first responders, excluding defibrillators' is hereby repealed and the following substituted:
 - 1.1 Section 1. e) (v) shall now read:
'Medical assistance, Code 4, including defibrillators'
2. The provisions of this By-law shall come into force and effect on the final passing thereof.

By-law **READ** a **FIRST** and **SECOND** time this 21st day of May, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 21st day of May, 2008.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1556-2008**

Being a by-law to adopt the 2008 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

WHEREAS, Section 290 of the Municipal Act, 2001, and amendments thereto, provides the authority for Council to adopt estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS, Section 312 (2) of the Municipal Act, 2001, and amendments thereto, provides that Council, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

AND WHEREAS, the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 2008.

Expenditures

General Government

General Expenses	\$ 519,491.00	
Building	54,635.00	
Capital Expenditures	19,424.00	\$593,550.00

Protection to Persons & Property

General Expenses - Fire	371,179.00	
Capital Expenses - Fire	96,208.00	
Agreements - Fire	55,500.00	
Transfer to Fire Vehicles Reserve	100,000.00	
Transfer to Fire Building Reserve	75,000.00	
Policing - OCPS	1,457,684.00	
CBO / By-Law Expenses	136,689.00	
Animal Protection	14,235.00	\$2,306,495.00

Transportation Services

General Expenses	1,501,903.00	
Property Capital	50,000.00	
Equipment Capital	203,000.00	
Road Construction	562,500.00	
Plattsville Drain - Roads	2,606,692.00	
Bridges	1,935,000.00	
Drainage Assessment	25,000.00	
Transfer to Reserves	660,176.00	\$7,544,271.00

Health Services

Inactive Cemeteries	9,929.00	
Active Cemeteries	41,819.00	\$51,748.00

Parks and Recreation

General Expenses - Arena	366,169.00	
Capital Expenses - Arena	74,769.00	

Parks and Recreation (cont'd)

Transfer to Arena Reserve	100,000.00	
General Expenses - Parks	49,098.00	
Capital Expenses - Parks	43,160.00	
General Expenses - Community Centers	32,873.00	
Capital Expenses - Community Centers	17,500.00	
Grants	3,500.00	
Transfer to Community Centers Reserve	50,000.00	\$296,131.00

Planning and Development

Drainage Superintendent	12,425.00	
Municipal Drain Maintenance	1,443.00	
Municipal Drain Debenture	11,517.00	
Tile Drain Debenture	9,067.00	\$34,452.00

Total Expenditures \$10,826,647.00

Revenues

Taxation	\$3,112,850.00
Tile / Municipal Drainage Levy	\$20,584.00
Payment in Lieu of Taxes / Supplementaries	\$36,405.00
2007 Operating Surplus	\$173,846.00

Federal / Provincial Grants

Ontario Roads & Bridges Grant	674,818.00	
OMPH Grant	1,325,700.00	
COMRIF Funding	790,517.00	
Federal Gas Tax Grant	99,176.00	
Ministry of Transportation - Fire Calls	80,000.00	
OMAFRA - Drainage Superintendent	4,000.00	\$2,974,211.00

Revenue from Other Municipalities

Township of Burford - Fire	54,522.00	
City of Woodstock - Base Taxes	100,270.00	
City of Woodstock - Royalties	59,730.00	\$214,522.00

Other Revenue

Interest, Licenses, Permits, Fines, etc.	439,300.00	
Roads Revenue	27,400.00	
Active Cemeteries	30,340.00	
Plattsville Arena	257,193.00	
Parks & Community Centres	26,950.00	\$781,183.00

Transfer from Reserves

Fire - Training	10,500.00
Fire - Property	6,697.00
Urban Infrastructure	772,446.00
Road Construction	1,369,837.00
Bridges	1,153,505.00
Roads - Vehicles	186,000.00

By-Law Number 1556-2008 Cont'd.

Transfer from Reserves (cont'd)

Federal Gas Tax	352,091.00	
Cemeteries Fund	11,479.00	
Arena	34,769.00	
Community Centers	17,500.00	
Parks	39,160.00	\$454,999.00
Total Revenues		\$7,768,600.00

AND WHEREAS, effective January 1, 2008 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1 Tax Stabilization Reserves	\$339,039.00
2 Reserve for Fire Department - Vehicles	\$140,686.00
3 Reserve for Fire Department - Property	\$167,918.00
4 Reserve for Fire Department - Training	\$10,500.00
5 Reserve for Road Construction	\$1,170,626.00
6 Reserve for Bridges	\$1,750,335.00
7 Reserve for Road Vehicles	\$72,873.00
8 Reserve for Street Lighting	\$31,048.00
9 Reserve for Sidewalks	\$19,954.00
10 Reserve for Urban Infrastructure	\$772,446.00
11 Reserve for Federal Gas Tax	\$252,915.00
12 Reserve for Arena	\$232,384.00
13 Reserve for Parks & Recreation	\$41,187.00
14 Reserve for Community Centres	\$179,500.00
Total Reserve Balance as at January 1, 2008	\$5,181,411.00

AND WHEREAS, after recording the estimated 2008 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2008.

1 Tax Stabilization Reserves	\$339,039.00
2 Reserve for Fire Department - Vehicles	\$240,686.00
3 Reserve for Fire Department - Property	\$236,221.00
4 Reserve for Fire Department - Training	\$0.00
5 Reserve for Road Construction	\$789.00
6 Reserve for Bridges	\$821,830.00
7 Reserve for Road Vehicles	\$22,873.00
8 Reserve for Street Lighting	\$31,048.00
9 Reserve for Sidewalks	\$19,954.00
10 Reserve for Urban Infrastructure	\$0.00
11 Reserve for Federal Gas Tax	\$0.00
12 Reserve for Arena	\$297,615.00
13 Reserve for Parks & Recreation	\$2,027.00
14 Reserve for Community Centres	\$212,000.00
Total Reserve Balance as at December 31, 2008	\$2,224,082.00

AND WHEREAS, effective January 1, 2008 the Township Development Charges Reserve Funds were categorized under the following headings in the Treasurer's General Ledger:

1 Reserve for Administration (Development Charges)	\$10,240.00
2 Joint Police Services (Development Charges)	\$11,566.00
3 Reserve for Road Construction (Development Charges)	\$52,463.00
4 Reserve for Fire Buildings (Development Charges)	\$0.00
Total Development Charge Reserve Funds balances as at January 1, 2008	\$74,269.00

AND WHEREAS, after recording the 2008 estimated transfers from Development Charges and calculating interest at a rate of 2% per year on proposed balances, the Township Development Charges reserves will be categorized under the following headings in the Treasurer's General ledger, effective December 31, 2008

1 Reserve for Administration (Development Charges)	\$10,445.00
2 Joint Police Services (Development Charges)	\$11,797.00
3 Reserve for Road Construction (Development Charges)	\$53,512.00
4 Reserve for Fire Buildings (Development Charges)	\$0.00
Total Development Charge Reserve Funds balances as at December 31, 2008	\$75,754.00

AND WHEREAS, the property assessment roll on which the 2008 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board:

AND WHEREAS, "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland Assessment" and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

AND WHEREAS, the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential Assessment	\$440,120,062.00
Multi-Residential Assessment	\$2,508,455.00
Commercial Assessment	\$28,097,978.00
Commercial - Vacant unit / excess land	\$36,360.00
Commercial - Vacant land	\$249,205.00
Industrial Assessment	\$5,465,218.00
Industrial - Vacant unit / excess land	\$31,335.00
Large Industrial	\$2,672,000.00
Pipeline Assessment	\$62,972,300.00
Farmland Assessment	\$321,497,201.00
Managed Forest Assessment	\$631,885.00
	\$864,281,999.00

AND WHEREAS, under Section 308 of the Municipal Act, 2001, the County of Oxford established By-law No. 4934-2008 the following tax ratios for the County and its lower tier municipalities.

1	Residential / Farm Residential	1.0000
2	Multi-Residential Assessment	2.7400
3	Commercial	1.9018
4	Industrial (residual)	2.6300
5	Large Industrial	2.6300
6	Pipeline	1.2593
7	Farmland	0.2500
8	Managed Forest	0.2500

AND WHEREAS, the sums required by taxation in the year 2008 for the Township of Blandford-Blenheim general purposes is \$3,112,850.00.

AND WHEREAS, the sums required by taxation in the year 2008 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is \$3,621,169.00.

AND WHEREAS, Ontario Regulation 103/08 has set 2008 tax rates for education purposes for all assessment classes. The total amount for the Township of Blandford-Blenheim calculates out to be \$3,013,750.58.

AND WHEREAS, several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 47 as amended. Schedule "A" attached hereto outlines the municipal drains where monies are owing and the total amount placed on the tax roll.

AND WHEREAS, a water levy to property owners in Bright shall be collected as a local improvement charge on the 2008 tax roll, to all properties assessed who receive or will receive water benefit in accordance with the County of Oxford By-law No. 4947-2008. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, a water and sewage levy to property owners in Drumbo shall be collected as a local improvement charge on the 2008 tax roll, to all properties assessed who receive or will receive the benefit in accordance with the County of Oxford By-law No. 4947-2008. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, a water and sewage levy to property owners in Plattsville shall be collected as a local improvement charge on the 2008 tax roll, to all properties assessed who receive or will receive the benefit in accordance with the County of Oxford By-law No. 4947-2008. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the amount of capital charges owing for sewage and water connections and frontage in Plattsville shall be added to the Roll and part due in 2008 shall be collected. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements lists and collected as part of the 2008 Collector's Roll. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the matter set out herein.

NOW THEREFORE, the Council of the Township of Blandford-Blenheim enacts as follows:

- 1 The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

Tax Classes	Township Tax Rates	County Tax Rates	Education Tax Rates	Totals
Residential	0.00456364	0.00530887	0.00264000	0.01251251
Multi Residential	0.01250437	0.01454630	0.00264000	0.02969067
Commercial -Full	0.00867913	0.01009641	0.02050838	0.03928392
Vacant unit/excess lar	0.00607539	0.00706748	0.01435000	0.02749287
Vacant land	0.00607539	0.00706748	0.01435000	0.02749287
Industrial - Full	0.01200237	0.01396233	0.02900428	0.05496898
Vacant unit/excess la	0.00780154	0.00907551	0.01885000	0.03572705
Vacant land	0.00780154	0.00907551	0.01885000	0.03572705
Large Industrial	0.01200237	0.01396233	0.02900428	0.05496898
Pipeline	0.00574699	0.00668546	0.01295267	0.02538512
Farmland	0.00114091	0.00132722	0.00066000	0.00312813
Managed Forest	0.00114091	0.00132722	0.00066000	0.00312813

- 2 The amounts owing for "Local Improvements" as set out in Schedule "A" and "B" attached hereto and forming part of this by-law, be collected.
- 3 That the estimated expenditures and revenues listed herein are hereby adopted.
- 4 That the estimates established in 2008 for the Township reserves in the various categories as listed herein are hereby adopted.
- 5 That final taxes for residential, farmland, pipeline and managed forest classes, where such property assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows:

22-Aug-08

24-Oct-08

- 6 Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the required 2008 capping adjustments are not available in time to comply with the due dates set out in Section 5, due dates shall be established by Council following receipt of the required 2008

By-Law Number 1556-2008 Cont'd.

- 7 That from the 1st day of January, 2008 until the 31st day of December, 2008, the statutory penalty of 1 1/4% per month or part thereof shall be added to all tax arrears, in accordance with the by-laws governing the same.
- 8 That a penalty of 1 1/4% be added to the amount due on February 22nd, May 23rd, August 22nd, and October 24th, 2008 if these amounts are unpaid after such dates and 1 1/4% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the
- 9 The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due and this by-law shall be her sufficient warrant for such payments.

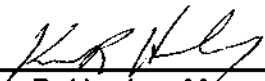
AND BE IT FURTHER ENACTED, that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof. Payment options are as follows:

- By cheque / cash at the Township office, 47 Wilmot Street, Drumbo
- By mail at Box 100 Drumbo, On N0J 1G0
- By telephone / PC banking, provided your bank offers this service
- At the Bank of Montreal branch in Drumbo and/or the CIBC branches in Plattsville and Ayr
- Pre-Authorized Payment Plans. Two plans will be made available.
 - A ten (10) month plan where payments will be deducted directly from your bank account on the 15th of each month beginning in January, and
 - Four (4) regular tax installment plan.

By-law READ a FIRST and SECOND time this 4th day of June, 2008.

By-law READ a THIRD time and FINALLY PASSED in Open Council this 4th day of June, 2008.

(Seal)


Kenn R. Howing, Mayor


Keith Reibling, Clerk-Administrator

**Schedule "A" to By-Law No. 1556-2008
of the Township of Blandford-Blenheim**

Name of Drain	Maintenance Tax Roll 2008
Balls Drain	\$158.04
Banko Drain Main	\$37.83
Battler Drain	\$85.59
Berg Drain	\$13.92
Bright Hewitt Drain - Hewitt Portion	\$204.68
Livingston - Vernooy Drain	\$64.33
Morning Glory	\$437.18
Trout Creek North Branch B	\$18.43
Cranberry Lake Drain	\$22.33
Drumbo Drain Pond & Catchbasin	<u>\$400.38</u>
Total Drain Maintenance Levied on 2008 Tax Roll	\$1,442.71

**Schedule "B" to By-Law No. 1556-2008
of the Township of Blandford-Blenheim**

Code	Local Improvement	Total
207	Bright Water System "Connected"	\$92,208.36
210	Bright Water System "Not Connected"	\$3,750.00
	Subtotal	\$95,958.36
233	Drumbo - Water Only	\$1,307.92
235	Drumbo Metered	\$24,300.00
236	Drumbo - Schedule A	\$341,077.84
237	Drumbo - Schedule B (existing units)	\$9,785.02
238	Drumbo - Schedule B (vacant lots)	\$9,499.35
240	Drumbo - Water & Sewage Multi Connections	\$23,019.72
	Subtotal	\$408,989.85
241	Plattsville - Residential	\$367,668.60
242	Plattsville - Multi-Residential	\$10,241.92
243	Plattsville - Other Properties	\$127,544.11
	Subtotal	\$505,454.63
208	Plattsville Frontage and Connection	\$17,354.70
245	Supplementaries - Bright	\$1,535.43
245	Supplementaries - Drumbo	\$18,783.35
245	Supplementaries - Plattsville	\$2,957.80
	Subtotal	\$23,276.58
Total Water & Sewer Levy		<u>\$1,051,034.12</u>
Various	Municipal Drainage Debentures	\$9,152.00
209	Tile Drainage Debentures	\$11,432.00

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER **1557-2008**

FACEY DRAIN IMPROVEMENT 2008

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

WHEREAS the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, and amendments thereto, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lot 5, Concession 14 (former Blandford)

Part of Lots 3, 4, 5 and 6, Concession 14 (former Blandford)

Part of Township Road 14 (Blandford)

AND WHEREAS the estimated cost of constructing the Drainage Works is **\$151,500.00**.

AND WHEREAS **\$8,649.00** is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

AND WHEREAS the Corporation has received its Annual Repayment Limit (ARL) for 2006, effective January 1, 2008, from the Ministry of Municipal Affairs and Housing respecting long-term debt and financial obligations (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

AND WHEREAS the Council is of the opinion that the drainage of the area is desirable.

THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated June, 2008 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
 - (1) The Corporation may borrow on the credit of the Corporation the amount of **\$151,500.00**, being the necessary amount for construction of the Drainage Works.
 - (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
 - (a) grants received under Section 85 of the Act;

By-law Number **1557-2008** Cont'd.:

(b) commuted payments made in respect of lands and roads assessed within the municipality;

(c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within Five (5) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Five (5) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

SCHEDULE

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
13	North Part of Lot 5 (Steven & Ruth Aho)	\$ 50.00
13	North Part of Lot 5 (Donald & Donna Vollmershausen)	875.00
14	South Part of Lot 4 (Sjoerd & Rinske Heeg)	33,357.00
14	South Part of Lot 5 (Harold & Janet Armstrong)	37,407.00
14	South Part of Lot 5 (John Harvey & Krista Jackson)	230.00
14	South Half of Lot 6 (Bernardus Brantjes)	405.00
14	North Part of Lot 4 (Doris Dierks)	23,259.00
14	North Half of Lot 5 (Donald, Terry & Ricky Vollmershausen)	7,609.00
14	South Half of Lot 3 (Armin & Nancy Kowitz)	1,736.00
14	North Part of Lot 3 (Sjoerd Heeg)	2,217.00
14	North Part of Lots 3, 4 (Sjoerd Heeg)	<u>35,706.00</u>
SUB-TOTAL		\$142,851.00
Roads of Municipality – Township Road 14		<u>1,649.00</u>
SUB-TOTAL		\$144,500.00
Special Assessment – Township Road 14		<u>7,000.00</u>
TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM		<u>\$151,500.00</u>

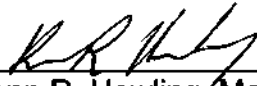
By-law Number **1557-2008** Cont'd.:

4. This by-law comes into force on the passing thereof and may be cited as **"FACEY DRAIN IMPROVEMENT 2008 BY-LAW"**.

First Reading: June 18th, 2008.

Second Reading: June 18th, 2008.

Provisionally adopted this 18th day of June, 2008.

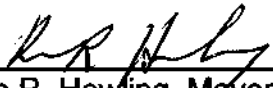

Kenn R. Howling, Mayor

(SEAL)

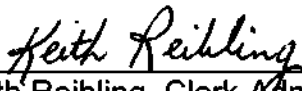

Keith Reibling, Clerk-Administrator.

Third Reading: August 6th, 2008.

Enacted the 6th day of August, 2008.


Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER **1558-2008**

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to 'A2-G2' the zone symbol of the lands so designated 'A2-G2' on Schedule "A" attached hereto.
2. That Section 7.4 to By-law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof:

"7.4.2 LOCATION: Part Lots 4 & 5, Concession 14 (Blenheim), A2-G2

- 7.4.2.1 Notwithstanding any provisions of this By-law to the contrary, no person shall within any A2-G2 zone use any lot, or erect, alter or use any building or structure for any purpose except for the following:

all uses permitted in Section 7.1 of this By-law;
a garden suite, in accordance with the provisions of Section 5.10.

- 7.4.2.2 Notwithstanding any provisions of this By-law to the contrary, no person shall within any A2-G2 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

- 7.4.2.2.1 SPECIAL PROVISIONS FOR A GARDEN SUITE:

- 7.4.2.2.1.1 GROUND FLOOR AREA

Minimum - 49 sq.m. (532 sq.ft.).

- 7.4.2.2.1.2 TIME PERIOD

Maximum - August 6, 2008 to August 6, 2018.

7.4.2.2.1.3 REMOVAL

Upon expiry of the time period, the Garden Suite shall be removed from the subject lands unless a request is submitted for an extension of the temporary residential use, and approved by the Corporation pursuant to Section 39 of the Planning Act.

7.4.2.2.1.4 That all the provisions of the A2 Zone in Section 7.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 6th day of August, 2008.

READ a third time and finally passed this 6th day of August, 2008.

(SEAL)



Kenn R. Howling, Mayor

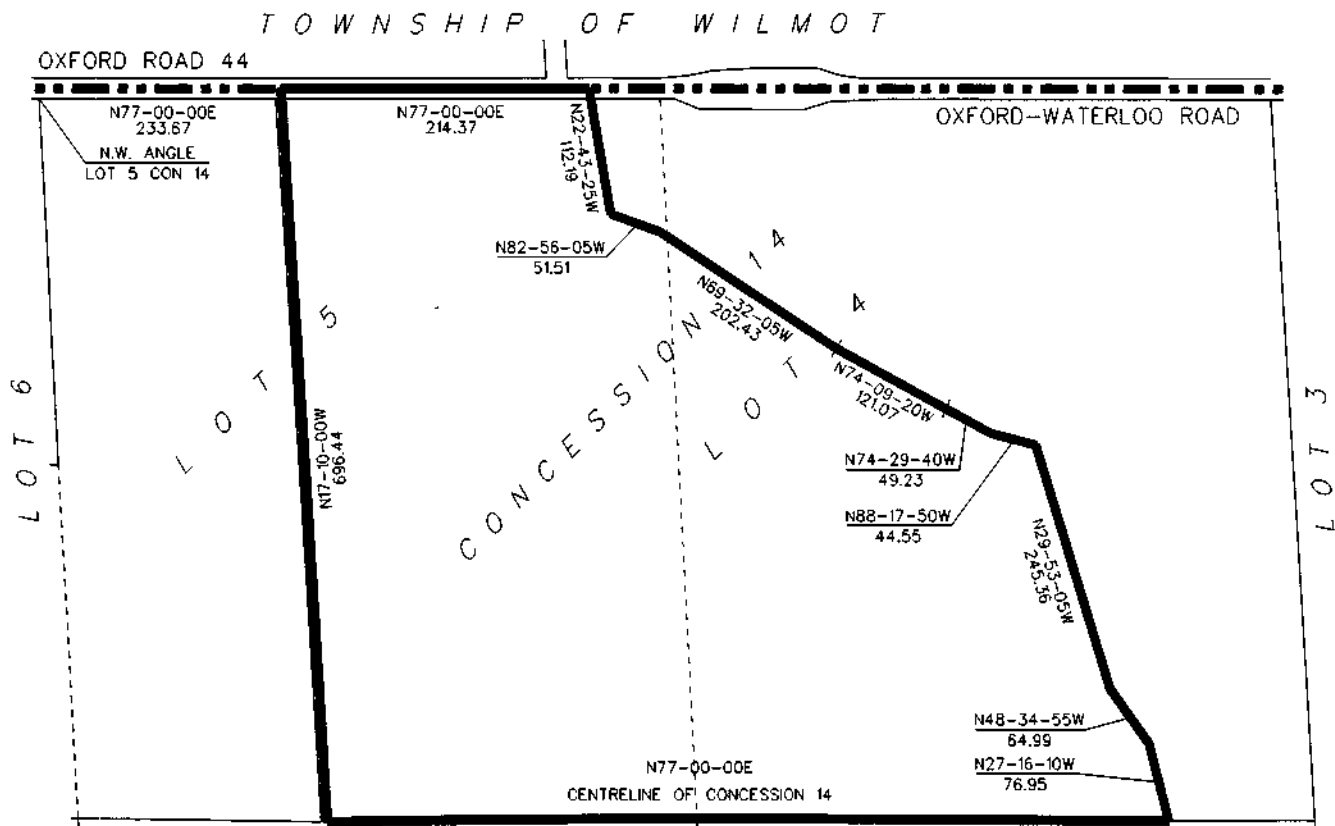
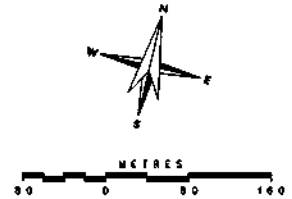


Keith Reibling, Clerk-Administrator

SCHEDULE "A"
TO BY-LAW No. **1558-2008**

PART LOTS 4 AND 5, CONCESSION 14 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



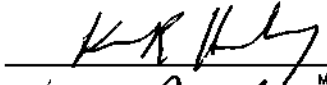
THIS IS SCHEDULE "A"

TO BY-LAW No. **1558-2008**, PASSED

THE **6th** DAY OF **August**, 2008

 AREA OF ZONE CHANGE TO A2-G2

NOTE: ALL DIMENSIONS IN METRES


MAYOR


CLERK-ADMINISTRATOR

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1558-2008**

EXPLANATORY NOTE

The purpose of By-Law Number **1558-2008** is to rezone property consisting of Part Lots 4 and 5, Concession 14 (Blenheim) and municipally known as 967520 Oxford-Waterloo Road, from "General Agricultural Zone (A2)" to "Special General Agricultural Zone (A2-G2)" to allow a Garden Suite (mobile home) to be occupied by the retired parent of the lot owners for a maximum 10 year period, ending August 6, 2018, unless further extensions are permitted by Township Council.

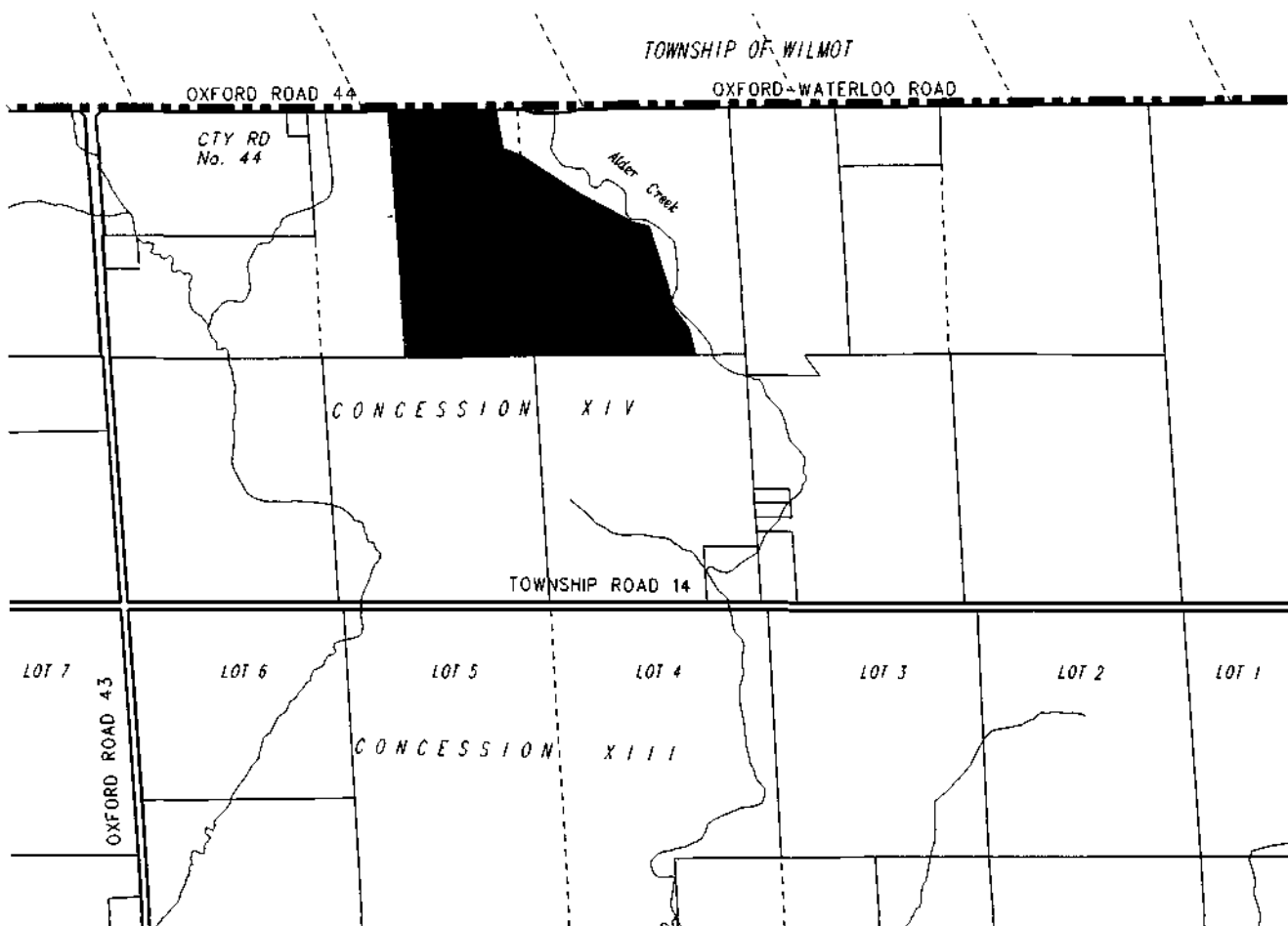
The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Kevin Shantz, adopted the amending By-law Number **1558-2008**. The public hearing was held on August 6, 2008.

Any person wishing further information relative to Zoning By-Law Number **1558-2008** may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BYLAW 1558- APPLIES OXFORD ROAD 8
 2008

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER **1559-2008**

Being a By-law to appoint an auditor to conduct the municipal audit.

WHEREAS under Section 296 of the Municipal Act R.S.O. 2001, as amended, provides that the Council of every municipality shall appoint an auditor licensed under the *Public Accountancy Act* and shall not be appointed for a term exceeding five years.

AND WHEREAS Council deems it advisable to discontinue receiving audit services from the firm of Millard, Rouse and Rosebrugh, Brantford, Ontario after completing a Request for Proposals (RFP) review of services available and provided by several audit firms and the associated fees charged.

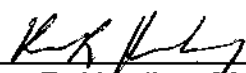
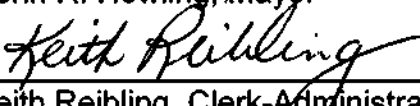
NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the accounting firm of Scrimgeour & Company, Chartered Accountant, Suite 950, 495 Richmond Street, London, Ontario N6A 5A9, is hereby appointed as The Municipal Auditor, effective September 18th, 2008.
2. The auditor shall perform the audit of all accounts and transactions of the municipality for the following years, namely: 2008, 2009, 2010, 2011 and 2012.
3. This by-law shall have force and effect until the 31st day of December, 2012.
4. By-law Number 1479-2005, enacted the 5th day of October, 2005, is hereby repealed, effective September 17, 2008.

By-law **READ** a **FIRST** and **SECOND** time this 17th day of September, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th
day of September, 2008.

(SEAL)


Kenn R. Howling, Mayor

Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1560-2008

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to 'HC-1' the zone symbol of the lands so designated 'HC-1' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

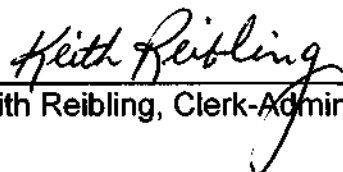
READ a first and second time this 5th day of November, 2008.

READ a third time and finally passed this 5th day of November, 2008.

(SEAL)



Kenn Howling, Mayor



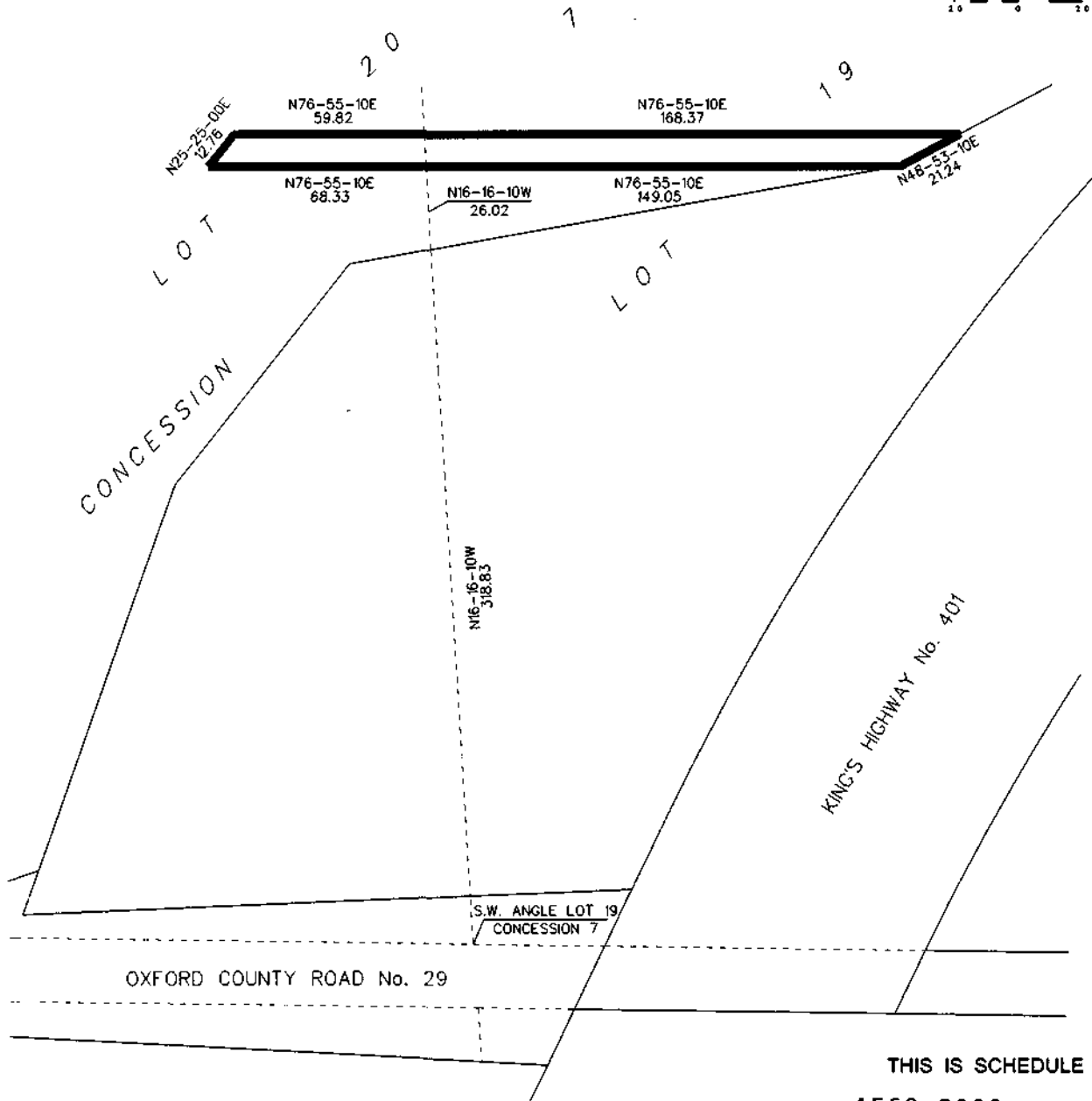
Keith Reibling, Clerk-Administrator

SCHEDULE "A"

TO BY-LAW No. 1560-2008

PART LOTS 19 AND 20, CONCESSION 7 (BLENHEIM)
PART OF PARTS 5 AND 7, REFERENCE PLAN 41R-2885

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

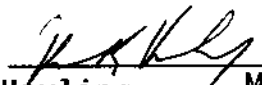
TO BY-LAW No. 1560-2008, PASSED

THE 5TH DAY OF NOVEMBER, 2008

 AREA OF ZONE CHANGE TO HC-1

NOTE: ALL DIMENSIONS IN METRES


Oxford County
growing stronger
Information Systems ©2008


Kenn Howling MAYOR


Keith Reibling CLERK-ADMINISTRATOR

ZON 1-08-1

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1560-2008**

EXPLANATORY NOTE

The purpose of By-Law Number **1560-2008** is to rezone a small portion of the property consisting of Part Lots 19 and 20, Concession 7 (Blenheim) and municipally known as 806607 Oxford Road 29, from "General Agricultural Zone (A2)" to "Special Highway Commercial Zone (HC-1)" to allow a business sign to be relocated on the subject site. .

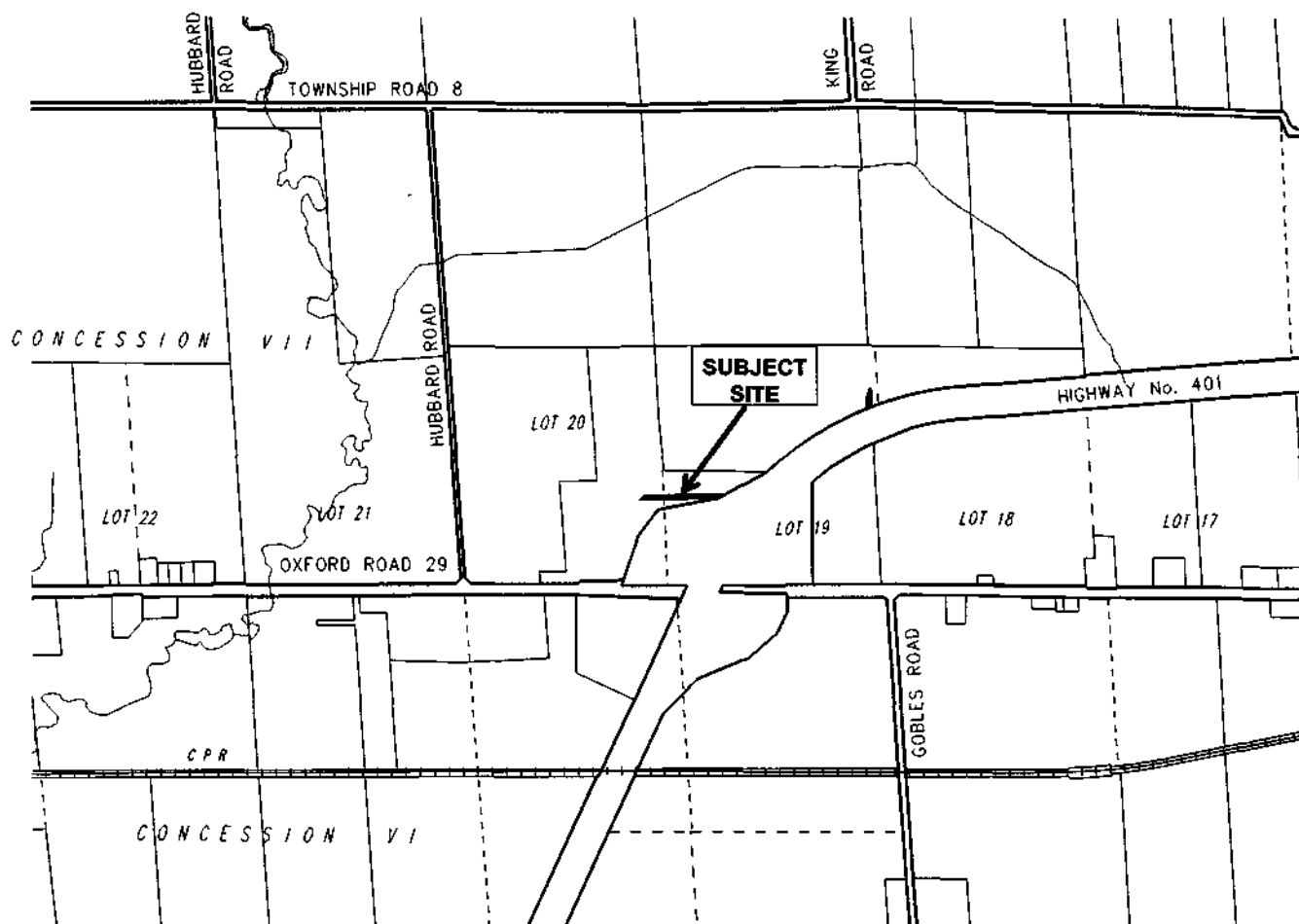
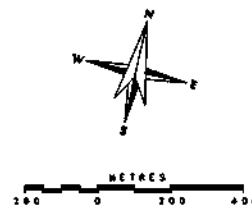
The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of SBA Saini Ltd, adopted the amending By-law Number **1560-2008**. The public hearing was held on August 6, 2008.

Any person wishing further information relative to Zoning By-Law Number **1560-2008** may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. 1560-2008 APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1561-2008

Being a By-law to amend By-law Number 506-83, as amended, by other by-laws, regarding the appoint of certain municipal officials.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 3. (1) of the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, and amendments thereto, provides that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency.

AND WHEREAS Ontario Regulation 380/04, and amendments thereto, to the Emergency Management Act, provides that Council shall designate an employee of the municipality as its Emergency Management Program Co-ordinator (EMPC).

AND WHEREAS Mrs. Lois Slimmon, Deputy Clerk/EMPC tendered her resignation from the position effective September 10, 2008.

AND WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to further amend By-law Number 506-83, as amended, and By-law Number 1135-97, as amended, to reflect the changes in the by-laws with the resignation and the EMPC appointment.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Section 2 of By-law Number 506-83, as amended, is hereby further amended by deleting Section 1.1 contained in By-law Number 1546-2008, being the Deputy Clerk/EMPC appointment.
2. That Section 2 of By-law Number 506-83, as amended, is hereby further amended by adding Section 1.3 to By-law Number 1135-97, as amended.

“Section 1.3” That Keith Reibling is hereby appointed as the
Emergency Management Program Coordinator (EMPC)
for the municipality.

By-law Number **1561-2008** Cont'd.:

3. That the Role Description for the Clerk-Administrator be considered to be amended to include the EMPC duties.
4. The provisions of this By-law shall take full force and effect on December 3, 2008.

By-law **READ** a **FIRST** and **SECOND** time this 3rd day of December, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3rd day of December, 2008.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1562-2008

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

That Section 7.4 to By-law Number 1360-2002, as amended, is hereby amended by deleting Section 7.4.1 and replacing it with the following subsection:

“7.4.1 LOCATION: Part Lot 12, Concession 2 (Blenheim), A2-G1

7.4.1.1 Notwithstanding any provisions of this By-law to the contrary, no person shall within any A2-G1 zone use any lot, or erect, alter or use any building or structure for any purpose except for the following:

all uses permitted in Section 7.1 of this By-law;
a garden suite, in accordance with the provisions of Section 5.10.

7.4.1.2 Notwithstanding any provisions of this By-law to the contrary, no person shall within any A2-G1 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

7.4.1.2.1 SPECIAL PROVISIONS FOR A GARDEN SUITE:

7.4.1.2.1.1 TIME PERIOD

Maximum - December 17, 2008 to December 17, 2011.

7.4.1.2.1.3 REMOVAL

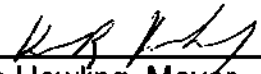
Upon expiry of the time period, the Garden Suite shall be removed from the subject lands unless a request is submitted for an extension of the temporary residential use, and approved by the Corporation pursuant to Section 39 of the Planning Act.

- 7.4.1.2.1.4 That all the provisions of the A2 Zone in Section 7.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis.”
3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

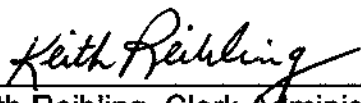
READ a first and second time this 17th day of December, 2008.

READ a third time and finally passed this 17th day of December, 2008.

(SEAL)



Kenn Howling, Mayor



Keith Reibling, Clerk-Administrator

ZON 1-08-5

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1562-2008**

EXPLANATORY NOTE

The purpose of By-Law Number **1562-2008** is to rezone property consisting of Part Lot 12, Concession 2 (Blenheim) and municipally known as 895160 Oxford Road 3, from "Special General Agricultural Zone (A2-G1)" to a modified "Special General Agricultural Zone (A2-G1)" to extend the time period for a Garden Suite (mobile home) to be occupied by the retired parent of the lot owners for a maximum 3-year period, ending December 17, 2011 unless further extensions are permitted by Township Council.

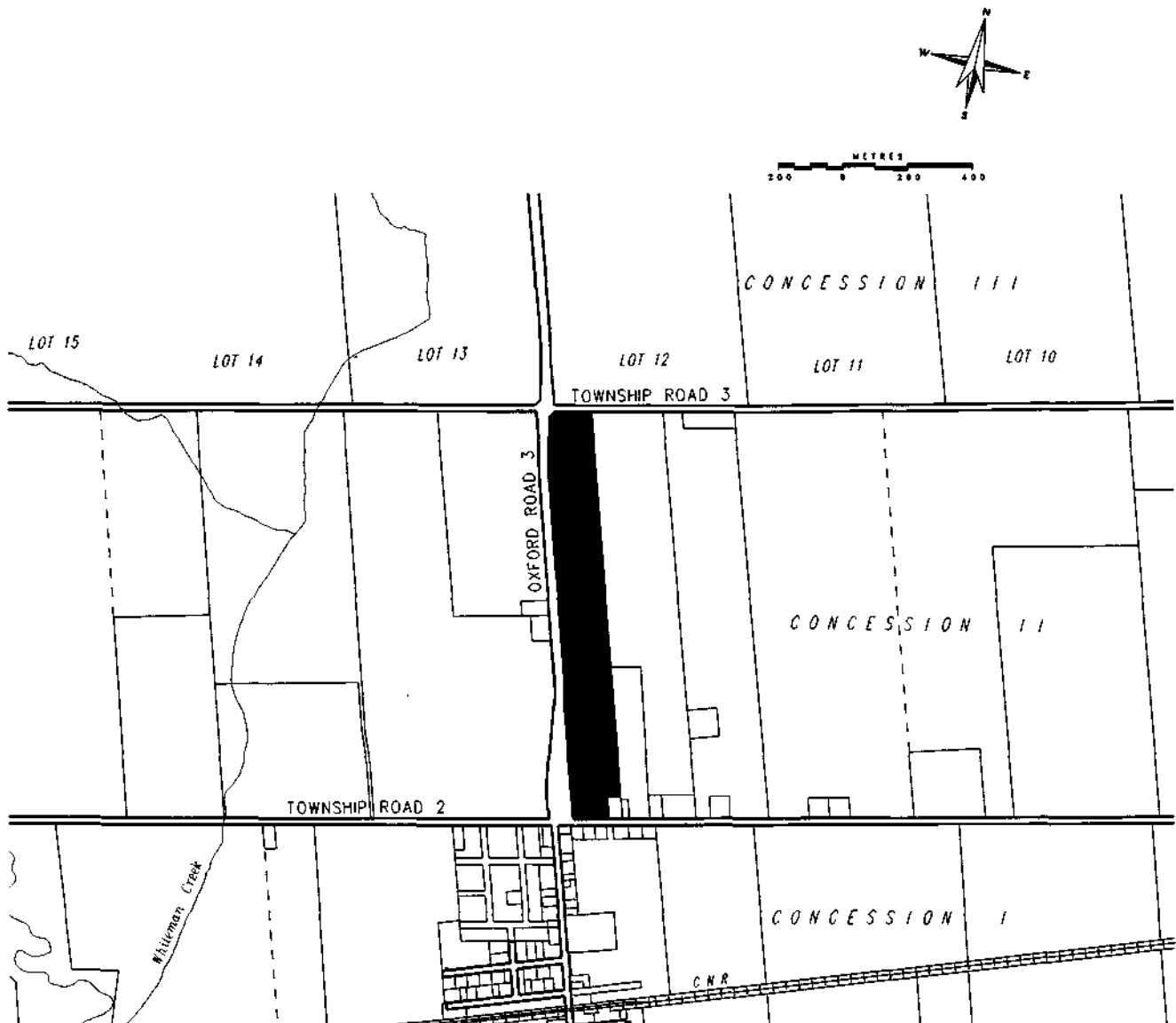
The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Alan and Terri Ritchie, adopted the amending By-law Number **1562-2008**. The public hearing was held on December 17, 2008.

Any person wishing further information relative to Zoning By-Law Number **1562-2008** may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



1562-
LANDS TO WHICH BYLAW 2008 APPLIES

Oxford *growing stronger...*

Information Systems ©2008

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1563-2008

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 1.4.2 to By-law No. 1360-2002, as amended, is hereby amended by adding the sentence "This information shall include certified surveyed distances for all MDS I setbacks, where required by the Chief Building Official." at the end thereof.
2. That Section 1.4.3 to By-law No. 1360-2002, as amended, is hereby amended by adding the sentence "This information shall include certified surveyed distances for all MDS II setbacks, where required by the Chief Building Official." at the end thereof.
3. That Section 2.7 to By-law No. 1360-2002, as amended, is hereby amended by adding the sentence "For the purposes of this section, MDS II calculations will use the settlement areas listed in subsection 2.7.2.1." after the first sentence of this section.
4. That Section 2.7.1 to By-law No. 1360-2002, as amended, is hereby amended by deleting the phrase "the Factor from Column 2 of the Minimum Distance Separation II Summary Table shall be given the value of 1.0" and replacing it with the phrase "the MDS II setbacks shall be calculated using a Type A Land Use."
5. That Section 2.7.2 to By-law No. 1360-2002, as amended, is hereby amended by deleting the phrase "the Factor from Column 2 of the Minimum Distance Separation II Summary Table shall be given the value of 2.0" and replacing it with the phrase "the MDS II setbacks shall be calculated using a Type B Land Use."; and, the phrase "the Factor from Column 2.0 of the Minimum Distance Separation II shall be given a value of 1.0" be deleted and replaced with the phrase "the MDS II setbacks shall be calculated using a Type A Land Use."

6. That Section 2.7.2.1 be deleted and replaced with the following:

"For the purpose of this subsection, settlements are defined as those zoned areas shown on Schedule "A", Key Maps:

Key Maps	4, 5 & 6 (Plattsville);
Key Map	8 (Washington);
Key Maps	19 & 20 (Bright);
Key Map	26 (Wolverton);
Key Maps	28, 29, 30 & 31 (Drumbo);
Key Map	37 (Innerkip);
Key Map	52 (Eastwood);
Key Map	57 (Gobles);
Key Maps	60, 61 & 62 (Princeton); and
Key Map	64 (Canning)."

7. That Section 4.43.1 and Table 4.43.1 to By-law No. 1360-2002, as amended, be deleted are replaced with the following subsection:

"FARM, REGULATED", means a **farm unit** that is regulated under the Nutrient Management Act, 2002, as amended, and its regulations or, a municipal Nutrient Management By-law.

8. That Section 5.8.3 to By-law No 1360-2002, as amended, be amended to add the following paragraph at the end thereof:

"For the purposes of this By-law, a barn used for housing livestock shall be deemed to comply with these provisions, provided that it continues to be used to house the same type of livestock as it did on the date of passing of this By-law."

9. That Section 5.8.4 to By-law No. 1360-2002, as amended, be amended by adding the words "; and," at the end of subsection 5.8.4.5 and adding the following subsection at the end thereof:

"5.8.4.6 the building of structure does not further reduce an existing deficient MDS II setback."

10. That Section 5.8.6.2 to By-law No. 1360-2002, as amended, be amended by deleting the phrase ", in accordance with Section 2.7 of this By-law".

-
11. That Section 5.8.6.3 to By-law No. 1360-2002, as amended, be amended by deleting subsection 5.8.6.3 and replacing it with the following subsection:
- “Notwithstanding the provisions of Section 5.8.6.2., where an existing barn used for the housing of livestock does not comply with the required MDS II setbacks, as calculated in accordance with Section 2.7, modification, extension or addition that results in a change of use, may be permitted provided that:
- (a) the proposed modification, extension or addition results in a decrease of the existing livestock type or change in livestock type that decreases the number of nutrient units; and,
 - (b) the MDS II setbacks required for the modified or enlarged building are less than, or equal to, the MDS II setbacks required for the existing livestock facility; and
 - (c) the existing insufficient MDS II setbacks for the existing livestock building from neighbouring uses and lot lines are not being further reduced.”
12. That Section 5.9.3 to By-law 1360-2002, as amended, be amended by deleting the phrase “an intensive livestock” and replacing it with the phrase “a regulated”.
13. That Section 5.12.3 to By-law No. 1360-2002, as amended, be amended by deleting the phrase “an intensive livestock” and replacing it with the phrase “a regulated”.
14. That Section 6.1, General Agricultural Zone (A2), Table 6.1 (Uses Permitted) to By-law No 1360-2002, as amended, be amended by deleting the use “a farm, but does not include an intensive livestock farm as defined in this By-law” and replacing it with the use “a farm;”.
15. That Section 6.2, Limited Agricultural Zone (A1), Table 6.2 (Zone Provisions), to By-law No. 1360-2002, as amended, be amended by deleting the words “Animal” and “Livestock” in Row 2 (Number of Animal Units, Maximum) and replacing them with the word “Nutrient”; by deleting the phrase “as defined in Table 4.43.1”; and, by deleting the phrases “calculated using Appendix 1” from Rows 4, 5 and 6.
16. That Section 6.2.6 to By-law No. 1360-2002, as amended, be amended by deleting the phrase “calculated using Appendix 1 of this By-law”.
17. That Section 6.5.2.1 (A1-2 Zone) to By-law No. 1360-2002, as amended, be amended by deleting the use “a farm, but does not include an intensive livestock farm as defined herein” and replacing it with the use “a farm;”.
18. That Section 6.5.3.1 (A1-3 Zone) to By-law No. 1360-2002, as amended, be amended by deleting the phrase “except an intensive livestock farm”.

-
19. That Section 6.5.3.2.2 be amended by deleting the word "ANIMAL" and replacing it with the word "NUTRIENT" in the section heading.
 20. That Section 6.5.4.1 (A1-4 Zone) to By-law 1360-2002, as amended, be amended by deleting the phrase ", except an intensive livestock farm" and replacing it with the phrase "to this By-law".
 21. That Section 6.5.10.1 (A1-10 Zone) to By-law No. 1360-2002, as amended, be amended to delete the word "7.1" and replace it with the word "6.1".
 22. That Section 6.5.10.2.3 be amended by deleting the word "ANIMAL" and replacing it with the word "NUTRIENT" in the section heading.
 23. That Section 7.1 (General Agricultural Zone (A2) to By-law 1360-2002, as amended, be amended by deleting the use "an intensive livestock farm", adding the use "a regulated farm" and deleting the phrase "an intensive livestock farm" from the use "a single detached dwelling accessory to a farm or ..." and replacing it with the phrase "a regulated farm"
 24. That Section 7.2 General Agricultural Zone (A2), Table 7.2 (Zone Provisions), to By-law no. 1360-2002, as amended, be amended by deleting the phrases "calculated using Appendix 1" from Rows 3, 4 and 5; and by deleting the phrase "Section 4.2 of Appendix II (Nutrient Management Strategy)" and replacing it with the phrase "the Nutrient Management Act, 2002" in Row 7.
 25. That Section 7.2.3 to By-law No. 1360-2002, as amended, be amended by deleting the phrase "INTENSIVE LIVESTOCK" in the subheading and replacing it with the word "REGULATED"; by deleting the phrase "intensive livestock" and replacing it with the word "regulated" in the text of this section; and, by deleting the phrase "the requirements set out in Section 5 of Appendix I (Nutrient Management Strategy) to this By-law, and this plan has undergone third party review" and replacing it with the phrase "the Nutrient Management Act, 2002".
 26. That Section. 7.2.7 to By-law No. 1360-2002, as amended, be amended by deleting the phrase "calculated using Appendix 1 of this By-law".
 27. That Section 7.6.2.1 (A2-2 Zone) to By-law No. 1360-2002, as amended, be amended by deleting the phrase "an intensive livestock" and replacing it with the phrase "a regulated".
 28. That Section 7.6.16 (A2-16 Zone) to By-law No. 1360-2002, as amended, be amended by deleting the phrase "an intensive (or Provincially Regulated) livestock farm as herein defined" and replacing it with the phrase "a regulated farm".

29. That Section 20.1 (Extractive Industrial Zone), Table 20.1, to By-law 1360-2002, as amended, be amended by deleting the phrase "an intensive livestock farm" and replacing it with the phrase "a regulated farm" in Row 3 of this table.
30. That Appendices 1 and 2 to By-law No. 1360-2002 be hereby deleted.
31. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17th day of December, 2008.

READ a third time and finally passed this 17th day of December, 2008.



Kenn Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

ZON 1-07-7

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1563-2008**

EXPLANATORY NOTE

The purpose of By-Law Number **1563-2008** is to update the Township of Blandford-Blenheim Zoning By-law 1360-2002 to incorporate the 2006 updates to the provincial Minimum Distance Separation Guidelines and associated minor text amendments. The amendments apply to many sections of the Zoning By-law and do not change any of the existing By-law schedules.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number **1563-2008**. The public hearing was held on December 17, 2008.

Any person wishing further information regarding Zoning By-Law Number **1563-2008** may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1564-2008**

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

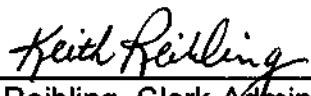
1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to 'RR' the zone symbol of the lands so designated 'RR' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17th day of December, 2008.

READ a third time and finally passed this 17th day of December, 2008.

(SEAL)


Kenn Howling, Mayor

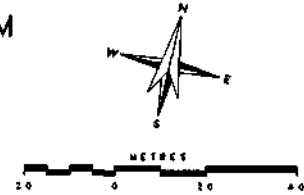

Keith Reibling, Clerk-Administrator

SCHEDULE "A"

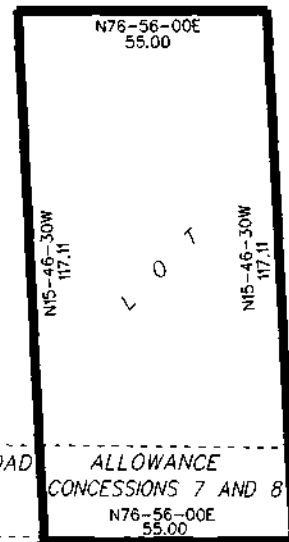
TO BY-LAW No. **1564-2008**

PART LOT 11, CONCESSION 7 AND PART LOT 11 CONCESSION 8
AND PART OF ROAD ALLOWANCE BETWEEN CONCESSION 7 AND 8 (BLenheim)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION 8



ROAD ALLOWANCE BETWEEN CONCESSIONS 7 AND 8

CONCESSION 7

TOWNSHIP ROAD 8

CANADIAN PACIFIC
RAILROAD

N76-56-00E
288.19

N77-18-40E
331.80

N76-56-00E
142.20

THIS IS SCHEDULE "A"

1564-2008

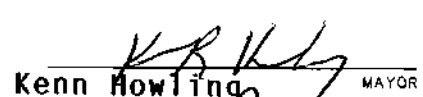
TO BY-LAW No. 1564-2008, PASSED

THE 17th DAY OF December, 2008

 AREA OF ZONE CHANGE TO RR

NOTE: ALL DIMENSIONS IN METRES


growing stronger...together
Information Systems ©2008


Kenn Howling MAYOR


Keith Reibling CLERK-ADMINISTRATOR

ZON 1-08-4

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1564-2008**

EXPLANATORY NOTE

The purpose of By-Law Number **1564-2008** is to rezone property consisting of part of Lot 11, Concession 7, part of Lot 11, Concession 8, and part of the (original) road allowance between Concessions 7 and 8 (Blenheim), municipally known as 827171 Township Road 8, from "General Agricultural Zone (A2)" to "Rural Residential Zone (RR)" to implement the recent decision of the Oxford Land Division Committee concerning the application for consent (#B-46/08; D. VanWeerdhuizen) to permit a farm lot addition, resulting in the retention of a surplus farm dwelling.

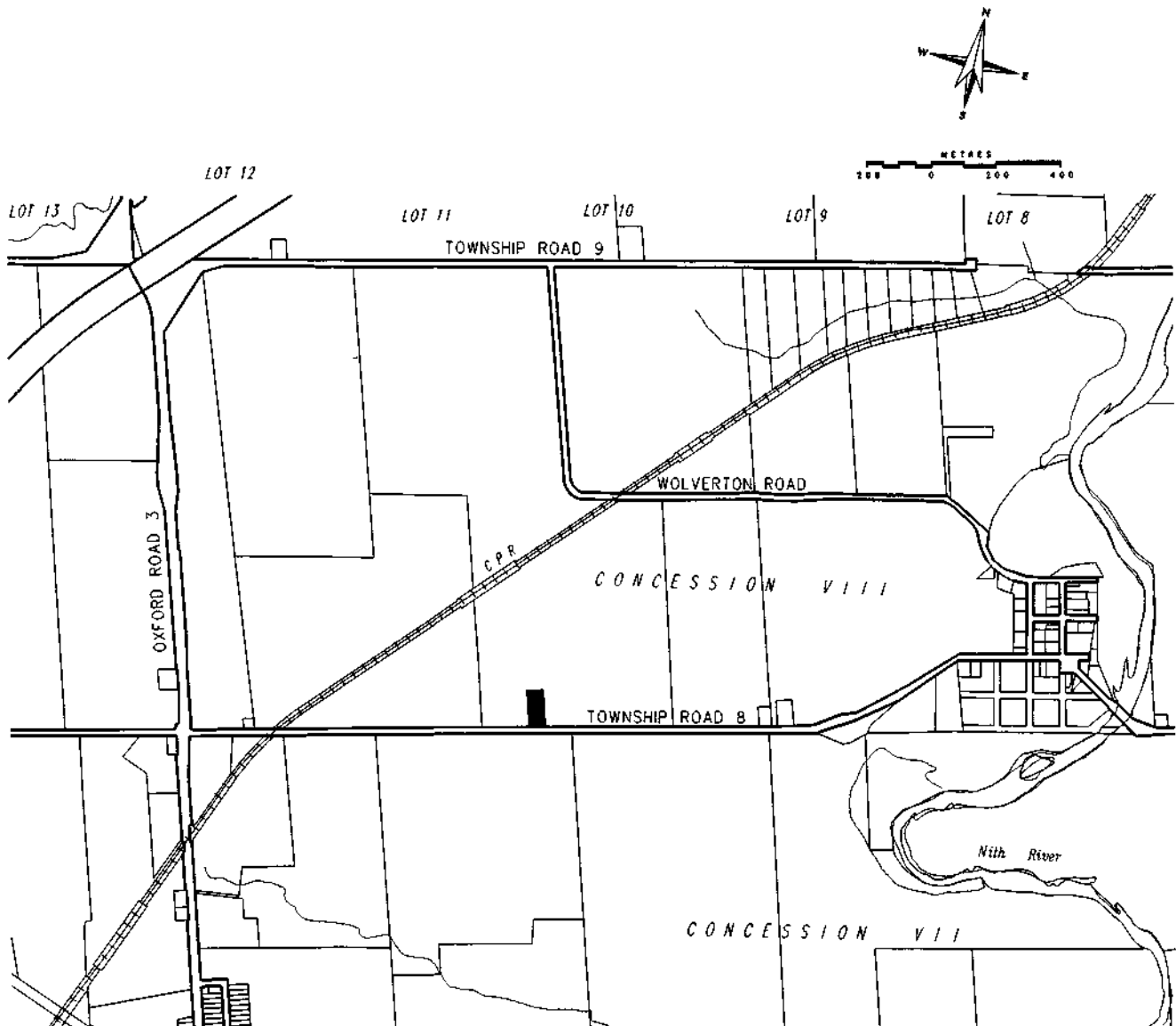
The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Dan VanWeerdhuizen, adopted the amending By-law Number **1564-2008**. The public hearing was held on November 19, 2008.

Any person wishing further information relative to Zoning By-Law Number **1564-2008** may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



1564-
LANDS TO WHICH BYLAW 2008 APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1565-2008
FACEY DRAIN IMPROVEMENT 2008

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Facey Drain Improvement 2008.

WHEREAS By-law Number 1557-2008 enacted the 18th day of June, 2008, provided for the construction of the Facey Drain Improvement 2008, based on the estimates contained in a drainage report dated June, 2008, as submitted by Tom Pridham, P.Eng., from the firm of R.J. Burnside & Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$139,375.50. The Engineer's Estimated Costs to construct the Drainage Works was \$151,500.00 less \$7,000.00 for Township Road 14 (Township of Blandford-Blenheim) for a net cost of \$144,500.00. The Actual Costs for the Special Assessments was \$7,447.00 for Township Road 14 reducing the net Actual Costs to \$131,928.50 for pro-rata purposes. The Actual pro-rata cost to construct the Drainage Works was under the Estimated Costs by a sum of \$12,571.50 or 91.3% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
13	North Part of Lot 5 (Steven & Ruth Aho)	\$ 50.00	\$ 45.65
13	North Part of Lot 5 (Donald & Donna Vollmershausen)	875.00	798.88
14	South Part of Lot 4 (Sjoerd & Rinske Heeg)	33,357.00	30,454.94
14	South Part of Lot 5 (Harold & Janet Armstrong)	37,407.00	34,152.59
14	South Part of Lot 5 (John Harvey & Krista Jackson)	230.00	209.99
14	South Half of Lot 6 (Bernardus Brantjes)	405.00	369.77
14	North Part of Lot 4 (Doris Dierks)	23,259.00	21,235.47
14	North Half of Lot 5 (Donald, Terry & Ricky Vollmershausen)	7,609.00	6,947.02
14	South Half of Lot 3 (Armin & Nancy Kowitz)	1,736.00	1,584.97
14	North Part of Lot 3 (Sjoerd Heeg)	2,217.00	2,024.12

By-law Number **1565-2008** Cont'd:

14 North Part of Lots 3, 4 (Sjoerd Heeg)	\$ <u>35,706.00</u>	\$ <u>32,599.57</u>
SUB-TOTAL	\$142,851.00	\$130,422.97
Roads of Municipality – Township Road 14	<u>1,649.00</u>	<u>1,505.53</u>
SUB-TOTAL	\$144,500.00	\$131,928.50
Special Assessment – Township Road 14	<u>7,000.00</u>	<u>7,447.00</u>
TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM	<u>\$151,500.00</u>	<u>\$139,375.50</u>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 17th day of December, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of December, 2008.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator